

EQUITY AND LAW

LIFE ASSURANCE SOCIETY,

18, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1844.

DIRECTORS.

Chairman—Cecil Henry Russell, Esq.

Deputy-Chairman—John Croft Deverell, Esq.

Harold Agnew, Esq.
R. J. P. Broughton,
Edmund Church, Esq.
Philip G. Collins, Esq.
Sir Knechtel E. Digby, G.C.B., K.C.
Charles Baker Dimond, Esq.
Sir Howard W. Elphinstone, Bart.
The Hon. Mr. Justice Grantham.
Richard L. Harrison, Esq.
L. W. North Hickey, Esq.

Archibald Herbert James, Esq.
The Rt. Hon. Lord Macnaghten, G.C.M.G.
William Maples, Esq.
Edward Moterly, Esq.
The Hon. Mr. Justice Phillimore.
George Thompson Powell, Esq.
Mark Lemon Romer, Esq., K.C.
The Hon. Charles Russell.
Richard Stephens Taylor, Esq.
H. P. Bowling Trevanion, Esq.

FUNDS EXCEED - - £4,480,000.

All classes of Life Assurance Granted. Reversions and Life Interests Purchased.
Loans on Approved Securities entertained on Favourable Terms.

W. P. PHELPS, *Actuary and Secretary.*

FIRE

ENTAILS LOSS OF PROFITS.

INSURE AGAINST IT BY THE

"LAW GUARANTEE PROFITS POLICY."

For Prospectus and Rates, apply:

LAW GUARANTEE

TRUST & ACCIDENT SOCIETY, LIMITED.

HEAD OFFICE: 49, CHANCERY LANE, LONDON, W.C.

CAPITAL FULLY SUBSCRIBED - - - £2,250,000.

THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

Vol. 53 of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER commenced on October 31st, 1908. Annual Subscription, which must be paid in advance: £1 6s.; by post, £1 8s.; Foreign, £1 10s. 4d.

Cheques payable to H. Villers.

OFFICE: 27, CHANCERY LANE.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS	-	-	-	-	£6,000,000
INCOME	-	-	-	-	£785,000
YEARLY BUSINESS	-	-	-	-	£2,840,000
BUSINESS IN FORCE	-	-	-	-	£22,000,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
30	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :—Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

The Solicitors' Journal

and Weekly Reporter.

LONDON, DECEMBER 19, 1908.

*. The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

Contents.

CURRENT TOPICS	127	LAW STUDENTS' JOURNAL	127
THE NEW LAND TRANSFER RULES	130	OBITUARY	137
COVENANTS WITH PERSONS WHO ARE	131	LEGAL NEWS	139
NOT PARTIES TO THE DEED	131	COURT PAPERS	138
REVIEWS	132	WINDING-UP NOTICES	139
CORRESPONDENCE	133	CREDITORS' NOTICES	139
NEW ORDERS, &c.	137	BANKRUPTCY NOTICES	140
SOCIETIES	137		

Cases Reported this Week.

Anslow v. Cannock Chase Colliery Co. (Lim.)	133
Hague v. Doncaster Rural District Council	135
Morgan v. Russell & Sons	136
The King (on the Prosecution of the South-Eastern and Chatham Railway's Managing Committee) v. The Assessment Committee of the Metropolitan Borough of Southwark (De Parish of St. Mary, Newington). Same v. Same (De Parish of St. Saviour). Same v. Same (De Parish of Christchurch)	133
Warnehen v. Richard Moreland & Son (Lim.)	134
Whitmores (Edenbridge) (Lim.) v. Stanfords	134
Wright and Another v. Anderton	135

Current Topics.

The Land Transfer Commission.

BY THE death of Sir C. M. WARMINGTON, K.C., a vacancy has arisen in the Land Transfer Commission. It is to be hoped that the Lord Chancellor will avail himself of the opportunity to remedy to some extent the unfair composition of the Commission by appointing in the place of the late member some practising solicitor, expert in conveyancing.

The New Land Transfer Rules.

WE MAY be permitted to draw the special attention of our readers and the authorities to the article on the New Land Transfer Rules which we print elsewhere, on the ground that it is not the work of an enemy to the Land Registry, but comes from the pen of one of the few eminent real property lawyers who are favourable to the establishment of a well-considered system of registration of title.

The City of London Solicitors' Company.

AN INTERESTING event is forthcoming in relation to this newly-formed association. The inaugural dinner is to take place on the 21st of January at the Mansion House, by invitation of the Lord Mayor, who, together with the Sheriffs, will attend. The guest of the evening will be the Lord Chief Justice, and other distinguished persons are expected to be present.

The late Sir C. M. Warmington, K.C.

THE DEATH of this well-known member of the bar, on Saturday last, came as a shock to his brethren at Lincoln's-inn, his illness not having been generally known. When he retired from court work in February last he retained his chamber practice, including arbitrations, and it was hoped that for many years he would be able to transact this less strenuous part of his former work. But his health had been worn down by nearly forty years' practice, and he only survived a few months to enjoy his unwonted leisure. His career is a remarkable exemplification of the effect of sheer ability and energy in helping a man to a foremost place in that most democratic institution—the English bar. When after five years' practice as a solicitor he betook himself to

the other branch of the profession—winning the studentship in 1868—he had no advantage in the shape of university training, or, indeed, much education of any kind; he had no wealthy relatives and few “solicitorial” connections to push him on. Yet he managed to secure a leading practice as a junior in the Chancery courts; survived the perilous operation of taking silk; dominated Mr. Justice KEKEWICH with his forcible and loudly-expressed arguments, and finally took his place as one of the leading “specials.” How was this attained? We imagine mainly by a singular faculty for picking out the material points of a case and an almost instinctive perception of the application to them of the law. He had little fancy for grubbing among decisions; it was enough for him to reduce his facts to some well-established principle. It was said of him when a junior that his opinions were almost bare of citation of cases.

Undertakings by Solicitors.

A FEW days ago a judge of the High Court, referring to the law with regard to the taxation of solicitors' bills of costs, said the system was archaic. The remark is true of other branches of the law relating to solicitors besides taxation, and it is certainly applicable to the law with regard to the personal liability of solicitors on their undertakings. We think we are right in saying that there has been no decision on the point for the last fifty years until the recent case of *Re C. & Co.* (reported *ante*, p. 119). In that case the solicitors, in consideration of the adjournment of a summons before a police magistrate, undertook “on behalf of our clients” to apply for a cross-summons to be heard on the same day as the adjourned summons and “to pay whatever balance may be adjudged by the magistrate to be due to your clients.” The solicitors subsequently wrote that they did not propose to resist the plaintiff's claim or to offer any evidence on the cross-summons. Accordingly, an order for payment was made on the hearing of the summons. The plaintiff thereupon claimed payment from the solicitors pursuant to their undertaking. The solicitors refused payment on the ground that they only gave the undertaking on behalf of their client and not as a personal undertaking. RIDLEY, J., held that the undertaking was not personal; but on appeal the Divisional Court held that it was, and that if it did not mean that the solicitors were to pay the amount, it meant nothing, because the client was of course liable to pay, and it was clear that the plaintiff was to get something which otherwise he would not have got. The decision shews that it is not enough for a solicitor to undertake expressly on behalf of his client in order to escape liability—at least where he undertakes to do some act which the client is legally bound to perform. It follows that in all cases where there is room for doubt the solicitor should be careful to frame the document in such a way as to make it clear beyond the possibility of doubt that no personal undertaking by him was intended.

Application for Registration by Purchasers.

A CORRESPONDENT, whose letter we print elsewhere, raises several questions as to the effect of the new Land Transfer Rules which are to come into operation on the 1st of January. The first is noticed in a leading article. The answer to the second question—Does rule 21 mean that the vendor's consent in writing will in future be necessary in every case of an application for registration by a purchaser?—is in the affirmative. The rule says so explicitly. “When the application . . . is made by a purchaser, the consent in writing of the . . . vendor or his solicitor shall be delivered with the application.” But this is not new. It is a repetition of the last clause of the present rule 18, and a reference to section 5 (1) of the Land Transfer Act, 1875, suggests that the “purchaser” referred to in the rule is one who has not completed his purchase. Under the section referred to any person who has contracted to buy the fee simple in land can apply for registration as proprietor, but the section concludes with the proviso that in such a case the vendor must consent to the application. The present rule 18 probably refers only to such a purchaser, and where the purchase-money has been paid the consent of the vendor is no longer required. Thus the rule has not the effect, which *prima facie* might be attributed to it, of requiring an owner who derives title as a purchaser to go back to his vendor to obtain consent to registration of the title. When the purchase-

money has been paid he applies for registration as owner, not as purchaser. Before it has been paid, of course he ought not to be able to get on the register without the vendor's consent, and rule 21 follows section 5 (1) in providing accordingly. The rule might with convenience have been expressed so as to shew exactly what is meant by the word “purchaser,” but, interpreted in the above manner—which apparently is the construction placed on it in the Land Registry (Brickdale and Sheldon's Land Transfer Acts (2nd ed.), p. 371)—it has statutory authority, and this is more than can be said for some of the new rules.

Solicitors' Remuneration under the New Land Transfer Rules.

THE THIRD of our correspondent's questions touches solicitors' remuneration under the new Land Transfer Rules, and is more difficult to answer. Rule 336 of the present rules regulates this remuneration in regard to registration of land and transactions in the registry under the following heads: (A) registration with absolute title; (B) registration with a possessory title; (C) transfers and charges on the register. There are various subsidiary paragraphs, and finally paragraph J provides that “in all transactions, the remuneration for which is not hereby provided for, the Remuneration Order, 1882, excepting Part I. of Schedule I. to that order, shall regulate the remuneration of the solicitor.” The new rules abrogate paragraphs A and B, and substitute a new paragraph B which does not touch registration of land with a possessory title at all, but only the conversion of a possessory into an absolute title. This means that there is nothing corresponding to the present paragraph B, and consequently rule 336, as altered, makes no express provision for the remuneration of a solicitor concerned in the original registration of either absolute or possessory titles. But paragraph J is untouched, and this seems to cover the case. After the 1st of January the remuneration of solicitors in respect of the matters in question will not be provided for by the earlier paragraphs of rule 336. Hence paragraph J will apply—though our correspondent appears to think this doubtful—and the remuneration will be under the Remuneration Order, excluding the *ad valorem* scale. This is to the same effect as the present paragraph A where application for a registration with absolute title is made after a purchase, and possibly the new provision will work beneficially. But the draftsman of the alterations cannot be congratulated on the shape which rule 336 as amended will assume. It is singular that the most important work in connection with registration should be left to the chance provision of a general rule, only designed to sweep in miscellaneous or forgotten cases.

Posthumous Illegitimate Children.

ONE OF the peculiarities of the Workmen's Compensation Act, 1906, as was noticed by the Master of the Rolls in *Schofield v. Orrell Colliery Co.* (*ante*, p. 117), is that an illegitimate child is for many purposes treated as a legitimate child. Whether the usual strictness of the law has done any good for the cause of morality at all comparable to the hardship which it has inflicted on illegitimate children may perhaps be doubted; but the Workmen's Compensation Act, 1906, recognizes that as regards the fact of “dependency” and the necessity of support, there is no difference between a legitimate and an illegitimate child. Under the definition clause (section 13) “dependants,” for whose benefit the compensation is to be applied in case of injury resulting in death, means “such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman at the time of his death”; and an illegitimate child is expressly included. In the above case the question was raised whether a posthumous illegitimate child could take the benefit of the compensation. There was no doubt as to the fact of paternity. This was acknowledged, and arrangements had been made for the marriage of the parents on the 21st of December, 1907. The father was accidentally killed in the course of his employment on the 10th of December. The child was born in March, 1908. It has already been decided in *Williams v. Ocean Colliery Co.* (1907, 2 K. B. 422) that a posthumous legitimate child is entitled to the benefit of the compensation, and since the Act places legitimate and illegitimate children in the same position as regards “dependency,” a similar benefit can hardly be refused to the illegitimate child. The legal dependency may be

somewhat different, and before the father of an illegitimate child can be held liable for its support, an affiliation order is necessary. But that is only a matter of proving paternity. Where paternity is established, whether by admission of the father during his life or otherwise, the child ranks as a dependant, and the fact that he is posthumous weighs no more against him when he is illegitimate than when he is legitimate. In either case there is the difficulty that he is not at the date of death actually dependent on the father, but this is got over by the rule which treats the child *en ventre sa mère* as actually born when such a course is for his benefit.

The Procedure at a Trial for Felony in Italy.

SOME of the incidents in the trial of the brigand SALAMONE, which is now proceeding before the Court of Assizes at Perugia, will appear strange to those who are only acquainted with the procedure of the English courts. The charges are of the most serious character, and the prisoner, who is regarded with great interest by all classes of the population, appears to have been allowed to converse with some of the audience and to make comments upon his portrait in an illustrated paper, a copy of which he held in his hand. The President having taken his seat at 10.30 a.m., it appeared that two jurors, Messrs. GARRIPOLI and REALI, were absent. A medical certificate was produced stating that REALI was suffering from a liver complaint. The President, without dealing with the absence of GARRIPOLI, the other juror, adjourned the court till 3 p.m. In the interval SALAMONE smoked a cigarette which was offered to him by those engaged in the defence. At 3 p.m. the trial was resumed, when GARRIPOLI was present, explaining that his train had been delayed. The other juror, REALI, was still absent, and the President hinted that it might be necessary to adjourn the trial till the next day. The foreman of the jury observed that REALI had been unwell since the beginning of the trial, and some days might elapse before he would be well enough to attend. On the other hand, the advocate for FALSONE, who was tried with SALAMONE, objected to any adjournment and asked that another juror should be sworn in place of REALI. The President finally directed that a medical officer should proceed to the residence of REALI at Montone, and bring back a report as to his health, and he adjourned the court till the next day to await this report. The English practice upon a trial for felony, of keeping jurors together till they discharge themselves by giving a verdict, was criticized as being barbarous and old-fashioned, and it was enacted by the Juries Detention Act, 1897, that the court in its discretion might allow them to separate, but the proceedings of the court of Perugia seem to shew that, where a prisoner is upon his trial for the gravest crimes, there is nothing to prevent an Italian jury from being shadowed, and unduly influenced, by those whose interest it is to procure a disagreement among them.

Enforcing Foreign Judgments.

AN IMPORTANT decision has been given by PICKFORD, J., as to what is meant by the "voluntary" appearance of a British subject before a foreign tribunal: *Gaboriau v. David Maxwell & Co.* (Times, Dec. 12). The defendants were agricultural implement makers carrying on business in London and Canada, and were not resident or domiciled in France. The plaintiffs were a French company who had agreed to purchase from the defendants certain agricultural implements. Some of the goods were landed at Havre, but were not accepted, and disputes having arisen as to whether the contract had been fulfilled or not, the plaintiffs brought an action in the French courts at Paris and obtained judgment by default. The plaintiffs then applied to the court at Havre, and were about to levy execution on the defendants' goods (the machines landed at the docks) when the defendants put in an appearance and contended that the French courts had no jurisdiction to deal with their goods. This contention did not avail, and the goods were seized. The defence now urged before PICKFORD, J., was that the appearance in the French action was only put in to protect the defendants' goods from seizure and was an involuntary appearance, and therefore not a submission to the jurisdiction of the French court. PICKFORD, J., gave judgment for the plaintiffs, on the ground that the appearance of the defendants in the French proceedings was voluntary, and that they were bound by the foreign judgment. The judge is reported to have said that "there was no

case, so far as he was aware, which says that an appearance to protect goods which are in the possession of a foreign court is anything but a voluntary appearance." This is hardly a satisfactory statement of the law on this difficult point. The court of Queen's Bench said, in *Schibsy v. Westenholz* (L. R. 6 Q. B., at p. 162): "We think it better to leave this question open, and to express no opinion as to the effect of the appearance of a defendant, where it is so far not voluntary that he only comes in to try and save some property in the hands of the foreign tribunal." This passage was cited and explained in a case before the Court of Appeal which does not seem to have been cited before PICKFORD, J.—*Voinet v. Barrett* (55 L. J. Q. B. 39)—and Lord ESHER said: "This sentence clearly means that an appearance which would otherwise be voluntary is not treated as voluntary if it is only made in order to save property which is in the hands of a foreign tribunal . . . if a defendant enters an appearance before any property has been seized, such an appearance may be a voluntary appearance." In *Voinet v. Barrett* there was no question of any specific property being in danger of seizure; "the mere fear that things which may be afterwards carried into the foreign country will be seized is not pressure which will prevent an appearance from being voluntary." Now, in the present case there was no mere fear that some indefinite property in the future might be seized; on the other hand the goods had not actually been seized, and so were not actually in the hands of the foreign tribunal. But these goods were on the very eve of being seized, and in as much jeopardy as though they had been in the possession of the foreign court, for a specific application regarding them had been made to the Havre court. It is submitted that it is by no means settled law that an appearance, put in to stave off proceedings already commenced for seizing specific property, is to be regarded as voluntary, and that the principle laid down in *Voinet v. Barrett* may yet be held by the Court of Appeal to extend to circumstances such as were disclosed in *Gaboriau v. David Maxwell & Co.*

Personal Luggage of Passengers by Railway.

QUESTIONS as to whether articles belonging to a passenger by railway come within the description of "personal luggage" have often been considered by the superior courts, and it might be thought that the cases had laid down a satisfactory principle for determining these questions. The rule appears to be that whatever the passenger takes with him for his personal use or convenience, according to the habits or wants of the class to which he belongs, either with reference to the immediate necessities or the ultimate purpose of his journey, must be considered as personal luggage. But uncertainties will always arise in the application of this rule. Many persons will find it difficult to understand why the easel of the artist on a sketching tour should be considered to be within, and the bicycle of an ordinary passenger to be excluded from, the definition of what is luggage. But we may take it as having been settled that regard will be had to changes in the habits of those who travel by English railways, and that if people are now in the habit of carrying things about with them which they did not carry about forty or fifty years ago, such as a bath, that will not prevent it from being personal luggage. The plaintiff in an action which has just been determined in the Marylebone County Court had sent a Gladstone bag on a journey by the Great Western Railway, and when it was delivered it was found that a bottle of hairwash and two bottles of medicine were broken. In an action against the company, they contended that these bottles could not be considered to be "personal luggage." The judge gave judgment for the plaintiff, and we think that his decision will obtain the approval of higher courts. It may be true that the articles in question are not such as are often carried by passengers on journeys by railway, but they are essentially articles of personal convenience, and not articles designed for other purposes, such as sale or the like. And it should be remembered that personal use and convenience must be considered according to the wants of the particular class of travellers on the journey.

Debenture-holders and Their Trustees.

THE WRITER of an article in one of the commercial periodicals draws attention to the dangers caused to debenture-holders when the trustees for securing their debentures or debenture stock

are also directors of the company. When a company has issued two series of debentures and is unable to pay interest on the second series out of profits, but has recourse to its capital assets for the purpose, it is clear that the security of all the debenture-holders, as well of the first as of the second series, is impaired, since their security usually consists in part of a floating charge over the concern. Trustees for debenture-holders are appointed largely for the purpose of protecting their interests when these critical questions arise, and it is sometimes provided in the trust deed that the security is to be enforceable "if at any time it appears from the balance-sheet, or the trustee shall certify in writing, that in his opinion the liabilities of the company exceed its assets, and that the further prosecution of the business will endanger the security of the debenture-holders." It must be obvious that when the business of a company is declining the time has come for those who are charged with the duty of looking after the rights and interests of the debenture-holders to take action to prevent the security from being impaired. But trustees who are also directors and responsible for the management of the company are naturally unwilling to take the necessary action, and may be disposed to conceal the difficulties of the undertakers. Although we do not recall in our experience any instance of evil results from the double capacity of the debenture trust deed trustees, it does not seem right that a man should attempt to serve two masters in this way, and possibly the next new Companies Act may prohibit a combination of two offices which may easily lead to a divergence of interests.

Woman Suffrage.

AS LONG AGO as 1868 it was decided by the Court of Common Pleas that women are subject to a legal incapacity from voting at the election of members of Parliament: *Chorlton v. Lings* (L. R. 4 C. P. 374). In that case the meaning of the word "man" in the Representation of the People Act, 1867, and the effect of Lord Brougham's Act on words importing the masculine gender, were fully considered. *Chorlton v. Lings* was an appeal from the revising barrister for the borough of Manchester, in which the appeals of 5,346 other women (who had claimed to be placed on the register) were consolidated. The "suffragettes" of the present day are frequently heard to express the opinion that *Chorlton v. Lings* was wrongly decided. The House of Lords has now, however, in effect, affirmed it. *Nairn v. University Court of the University of St. Andrews* was an appeal from the Scottish courts, who had rejected the claim of the appellants (five lady graduates of the University of St. Andrews) to be placed on the roll of parliamentary electors for the Universities of St. Andrews and Edinburgh. The case was argued by two of the appellants in person, but the respondents were not called upon. The case against the women can really be put in a nutshell, and the gist of the Lord Chancellor's speech may be said to be contained in one short sentence: "No authentic and plain case of a woman giving a vote was brought before your lordships." That settles the historical argument, and *Chorlton v. Lings* settled the argument from construction of Acts of Parliament.

The New Land Transfer Rules.

ATTENTION has already been called in this journal both to the evils of the new Land Transfer Rules and also to the large increase of fees on first registration provided for by the Land Transfer Fee Order, 1908. We desire in this article to call attention to a special and most serious inconvenience arising under the first mentioned rules.

Rule 19 provides that—

"The application shall (unless the Registrar shall otherwise direct) be accompanied by

(i) all such original deeds and documents relating to the title as the applicant has in his possession or under his control, including opinions of counsel, abstracts of title, contracts for or conditions of sale, requisitions, replies, and other like documents, in regard to the title, and

(ii) a copy or sufficient abstract of the latest document of title, not being a document of record . . . and a list in dupli-

cate of all documents delivered at the Registry shall be left with the documents."

It is not easy to see how it would be possible to devise a scheme which would cause more inconvenience, risk, delay and expense to the applicant, and it should be observed that it applies to applications for registration with possessory title.

As to the inconvenience. There is no limit placed on the time during which the Registrar may keep the deposited documents, except that, under rule 47, which provides, in effect, that on completion of the registration the documents are to be handed back to the applicant. It must be remembered that so long as they are retained in the Registry it will be impossible for the applicant to deal with his land. Probably the rules in question are framed on the rules of 1903 with respect to applications for absolute title, but it appears to have been forgotten that no one is obliged to apply for absolute title, and that no person would do so who intended to deal with his land before the registration was completed; while, on the other hand, under the new rules every person purchasing land or taking a long lease of land in London is practically forced to apply for registration whether he wishes to deal with the land at once or not and to deposit his deeds and abstracts at the Registry.

It is a common practice for a purchaser to raise part of the purchase-money by mortgage. This money has to be paid at the time of the conveyance to him. Under the proposed rule no mortgagee can safely advance his money, as he will not obtain possession of the deeds till the completion of the registration.

As the rule requires the purchaser to deliver up all the documents relating to his title, he will be unable to ascertain the covenants by which he is bound, or to the benefit of which he is entitled. This is a matter of great importance in the case of building estates, and practically will render it difficult for the purchaser to erect any buildings or to prevent his neighbours from breaking their covenants.

As to the risk. There is always a risk of deeds being lost where they are moved about; the mere fact of their being taken out of the box containing them is somewhat dangerous, unless some person stands by whose duty it is to see that they are replaced. When the deeds are deposited in the Registry, there is no power to the purchaser to attend when they are taken out of the deed box and to see that they are replaced. This is not an imaginary risk: many of our readers must know of cases where deeds have been lost without the slightest suspicion of fraud. We have known of a case where deeds were lost owing to the solicitor in whose charge they were changing his office to other rooms in the same building, and in another case the missing deeds were eventually found loose in a disused attic, no one being able to guess how they got there.

Neither the Act nor the rules contain any provision for the indemnity out of the insurance fund of an applicant in case of loss or theft or destruction of his documents; and, having regard to section 86 of the Land Transfer Act, 1875, it is probable that no action for loss or destruction of the documents will lie against the Registrar. We may also point out that the rule contains no provision that a receipt for the documents deposited in the Registry should be given to the applicant—an omission which may lead to serious inconvenience.

There is another, and a very serious, risk. It is sometimes forgotten that, where a man is registered with absolute title and a mistake is made, another man is deprived of his property. It may be argued that a man losing his property in this manner would be entitled to indemnity out of the insurance fund, but this is very doubtful. A person is not entitled to indemnity where he has substantially contributed to the loss "by his . . . neglect or default, and the omission to register a sufficient caution . . . to protect a mortgage by deposit or other equitable interest shall be deemed neglect within the meaning of this sub-section": Land Transfer Act, 1875, s. 7 (1). It is quite possible that neglect to enter a caution against first registration, or neglect to answer advertisements issued prior to registration, may be held to be negligence within the meaning of the Act, and if this is the case, many people will lose their property.

It appears from rule 39 that every title is to be examined, so that it will be practically impossible for the Registrar, or the assistant registrar, to examine all the titles. It follows that, unless the title is sent for the opinion of one of the examiners mentioned in

rule 313, it will have to be examined by one of the minor officials. For aught we know they may be first-rate real property lawyers, but in all probability they are not persons of wide experience, and we feel very strongly that it is not right to allow a person to examine for the purpose of an absolute title unless he has obtained the confidence of the profession. We may add that, under rule 27, where land is proposed to be registered with absolute title, and has been registered with possessory title for six years, the first proprietor having been a purchaser on sale, the examination of title may be modified as the Registrar shall think fit—language which appears to permit him to make a perfunctory examination.

As to delay. We have already pointed out that the fact of having to deliver all documents of title to the Registrar will render it very difficult, if not impossible, for a purchaser to borrow money on mortgage for the purpose of paying his purchase-money. It appears from rule 39 that every title, even where the application is for registration with possessory title only, is to be examined in the office. It is clear that this will cause delay, and therefore an additional difficulty in the case of mortgages. A purchaser investigates and is satisfied with his vendor's title; his intending mortgagee is also satisfied with the title. Why should the title be again investigated in the registry? It appears to us that this is a mere waste of work, and as the office has to be paid for performing it, it necessitates the additional fee provided by the new fee rules. The mere fact of the examination in the office (which, as we have pointed out, is absolutely useless to the purchaser) must of itself cause delay, and we cannot see why a purchaser or mortgagee who has had the title examined by his own solicitor, and if necessary by counsel in whom he has confidence, should be forced to allow it to be examined over again by officials in whom he may not have confidence. One of two things will happen. If the office has so large a staff that long delay does not take place, the officials will during a great part of the year have nothing to do; or, on the other hand, if, as we fear may be the case, a desire for economy keeps the staff small, the delays will cause great inconvenience and loss.

As to the expense. It clearly must cost more to take all the documents of title to the Registry than for the Registrar to send a person to inspect them, according to the usual practice on purchases of land. Where land is purchased by order of the court, the title is examined most strictly, unless, under very special circumstances, the judge directs to the contrary; but the deeds are not ordered to be given up until completion—the solicitor of the person having the conduct of the proceedings examines the deeds with the abstract in the same manner as if the purchase were not made by order of the court, and makes an affidavit of the result of his search. Surely the Land Registry might be content with a practice which is adopted by the court, and which, so far as we know, has never caused inconvenience.

While we are of opinion that the rules we have referred to are most oppressive, both on the grounds of risk, expense and delay, we fear, having regard to the composition of the Land Transfer Rule Committee, that there is some good reason, which we are unable to see, for making them. There are at least three members of the Land Transfer Rule Committee who must be familiar with conveyancing practice. No doubt it must be some years since the learned judge who presides over the deliberations of the committee has drawn a conveyance, but, from the nature of the cases that come before him, he must be aware of the vast importance of having possession of the title deeds to the land. One would have thought that the presence on the committee of one of the Conveyancing Counsel to the Chancery Division and of a member of the Council of the Law Society would have prevented the passing of a rule which causes serious interference with the ordinary conveyancing practice and such great inconvenience to purchasers of land. We ought not to ask the members of the committee to give their reasons for their action. It is perhaps, under existing circumstances, impossible to induce any member of the House of Commons to bring the matter before that House, but we hope that some member of the House of Lords will put a question in the House so as to enable the Lord Chancellor to give his reasons for making the rules.

The question now arises, what is to be done where a purchaser of unregistered land in a compulsory district wishes to raise part of his purchase-money on mortgage. If the land is already in mortgage, the best plan will be to take a transfer to the intending mortgagee;

if it is not in mortgage, it will be desirable to take a mortgage from the vendor to the mortgagee prior to the conveyance to the purchaser: see the form 2 K. & E. (8th ed.), p. 923.

Covenants with Persons who are Not Parties to the Deed.

THE interesting question raised in *Forster v. Elvet Colliery Co.* (1908, 1 K. B. 629), as to the right of persons who are not parties to a deed to sue on the covenants contained in it, has been before the House of Lords—*Dyson v. Forster* (Times, 14th inst.)—and the decision of the Court of Appeal has been affirmed. This is in accordance with the judgment originally given by RIDLEY, J., in favour of the plaintiffs at the Durham Assizes in June, 1907. Prior to the Real Property Act, 1845 (8 & 9 Vict. c. 106), the only parties who could sue upon the covenants contained in a deed *inter partes* were the parties to the deed and persons claiming through them. And similarly one who was not a party could not take any present right of property under it. "Where there is such a deed as is technically called a deed *inter partes*—that is, a deed purporting to be between the persons who are named in it as executing the same, and not, as some deeds are, general to 'all people'—the immediate operation of the deed is to be confined to those persons who are parties to it; no stranger to it can take under it except by way of remainder, nor can any stranger sue upon any of the covenants it contains": per Lord ELLENBOROUGH, C.J., in *Forster v. Gordon* (3 M. & S., p. 322). To remedy the inconvenience caused by this technicality, section 5 of the Real Property Act, 1845, provided that "under an indenture executed after the 1st of October, 1845, an immediate estate or interest in any tenements or hereditaments, and the benefit of a condition or covenant respecting any tenements or hereditaments, may be taken, although the taker thereof be not named a party to the same indenture."

In *Dyson v. Forster* (*supra*), or, as the case is reported in the Court of Appeal, *Forster v. Elvet Colliery Co.*, the Ecclesiastical Commissioners, who were entitled to certain seams of coal in the county of Durham, but not to the surface land, demised the coal to THOMAS CRAWFORD for a term of thirty years from the 28th of September, 1884, and took from him a covenant which was intended to protect the surface against damage from the working of the coal. So far as material, the covenant was as follows: The lessee hereby covenants with the lessors, and as separate covenants with other the owner or owners, occupier or occupiers, for the time being of the said lands, that the lessee will pay to the lessors and other the covenantees or the covenantee compensation for all damage occasioned by the lessee in working the demised seam of coal. The original lessee entered and carried on upon the premises the Elvet Colliery, and on his death, in 1887, the colliery passed under a devise in his will to trustees. The trustees worked it till 1896, when, with the consent of the Ecclesiastical Commissioners, the lease was assigned to the Elvet Colliery Co. (Limited). The company worked the coal until it went into liquidation in July, 1907. In January and November, 1906, subsidences took place, causing considerable damage to buildings on the surface, and numerous claims for compensation were made by surface owners, and actions were commenced to enforce them. The plaintiffs in the present action were the trustees and devisees of the will of JOHN FORSTER, who was the owner of a portion of the surface land prior to and at the date of the mineral lease. In three other actions, in which appeals were heard at the same time by the House of Lords, the plaintiffs had acquired their title to parts of the surface subsequently to the lease. But nothing seems to have turned on this distinction. The question was whether the plaintiffs in these several actions were entitled to the benefit of the covenant above referred to. The actions were against the company, and also against the trustees and executors of the will of THOMAS CRAWFORD.

This question depended, in the first place, on the effect to be given to section 5 of the Real Property Act, 1845. Apart from that Act the plaintiffs had no remedy on the covenant. Neither they nor their predecessors in title were parties to the deed. But the section is subject to two qualifications, one imposed upon it by its

own language, and one which has been imposed on it by judicial construction. For a stranger to take the benefit of a covenant under the section it must be one "respecting any tenements or hereditaments." Moreover, it was held by JESSEL, M.R., in *Kelsey v. Dodd* (52 L. J. Ch. 34) that the section only operates in favour of a person who, though not actually a party to the deed, might have been a party; that is, he must have been in existence and ascertainable at the date of the deed. The latter point, however, was not, under the circumstances of the present case, important. The covenant purported to be in favour of owners of the surface of the land for the time being, and hence, so far as future owners attempted to take advantage of it as persons mentioned therein they must, on this construction, fail. They were not ascertainable at the date of the covenant. But, though themselves not ascertainable, they were the successors in title of persons who were then present owners, and who were entitled as such to the benefit of the covenant. Any doubt which might arise as to subsequent owners being derivatively entitled to the benefit of the covenant is removed by section 58 of the Conveyancing Act, 1881, which has the effect of inserting "heirs and assigns" into every covenant relating to land of inheritance. If, therefore, the benefit of the covenant was capable of running with the land, and if the covenant was one "respecting any tenements or hereditaments," within the meaning of section 5, the plaintiffs in each action were entitled to the benefit of it as being the successors in title of the surface owners at the date of the lease.

In the Court of Appeal these two last questions were treated as depending on the same test. A covenant "respecting" land was said to be equivalent to a covenant running with land. The correctness of this was doubted by Lord MACNAGHTEN in his judgment in the House of Lords, and, indeed, it is natural to suppose that a covenant might be entered into "respecting" land without its being so incident to the enjoyment of the land as to run with it under the doctrine of *Spencer's case* (5 Rep. 16a) and the other authorities. But this was not material. For the plaintiffs to take the benefit of the covenant at all it was necessary that it should run with the land, and section 5 certainly applies to covenants of this nature; although it may perhaps also have a wider scope, and include covenants which "respect" land, but do not run with the land.

This reduced the case to the question whether the covenant to pay compensation for surface damage was one that ran with the land. A similar question has been dealt with recently in *Dewar v. Goodman* (ante, p. 116), on which we commented last week. There the covenant did not directly concern the land, and did not run with it. In the present case Lord MACNAGHTEN stated the test to be whether the covenant affected the nature, quality, or value of the land, and it could hardly be doubted that it did. By requiring the lessee not to let down the surface under penalty of having to pay damages it tended at once to preserve the land in its natural condition and to maintain its value. It would, indeed, be difficult to instance a covenant which more nearly concerns land than a covenant designed to protect it against injury. And the covenant being thus of a nature to run with the land, the benefit of it ran with the land so as to render the covenant available for successive owners. This was all that was required for the decision of the present appeals, which were brought only by the legal personal representatives of CRAWFORD, the original covenantor. The benefit ran with the surface land, and the burden was primarily on CRAWFORD's estate. According to the judgment of RIDLEY, J., it also ran with the term so as to be enforceable against the Elvet Colliery Co. As the company did not appeal, this question has not been further considered, but in general it is well settled that the burden of a positive covenant does not run with the land as between grantor and grantee (*Austerberry v. Corporation of Oldham*, 29 Ch. D. 750), and a covenant to pay compensation for surface damage seems to be of this nature. The present case was similar to one between grantor and grantee. The surface was no part of the demised premises, so that the relation of landlord and tenant did not exist between the present parties. Had such relation existed, of course the burden as well as the benefit of the covenant would have run with the land. As it did not, the burden *prima facie* would not run with the leasehold interest in the mines, and it may be regretted that this point did not call for consideration.

Reviews.

The Annual County Courts Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1909. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. (Cantab.), Judge of County Courts, and WILLIAM JAMES BROOKS, M.A. (Oxon.), Barrister-at-Law. In Two VOLUMES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Annual County Courts Practice makes its appearance at a time when the thoughts of lawyers, as of other mortals, are turning to the new year. The present year has not been productive of any very considerable changes in the county court rules, and, while not bare of decisions, it has not been specially marked by litigation touching county court practice. The County Courts Bill promised at one time to give relief to county court judges and in other ways to promote the efficiency of the county courts; but it did not make much progress in the summer session, and during the present autumn session we have not noticed that it has been touched. Possibly the Lord Chancellor is awaiting the results of the inquiry now being held by the County Courts Committee before attempting anything further in aid of county courts. Such changes, however, as have taken place are duly chronicled. In particular the County Court Rules, 1908, which were issued last March, are inserted in their appropriate places in the general rules. Rule 1 of the new rules, which is there placed generally under order 7, and which prohibits service of a default summons out of England or Wales, has now had a position assigned to it as rule 44A; and ord. 43, r. 8, contains the additional paragraph with reference to the allowance of special costs in extraordinary traffic and certain other cases. Rule 11 of the same order—which in injunction cases gives a special direction as to costs, whether the injunction is granted or not—has been the subject of an interesting decision in *Clinton v. Bennett* (1908, 1 K. B. 108). A plaintiff, who combines with his claim to an injunction an alternative inconsistent claim, cannot, as is noted at p. 340, get the benefit of the rule if he fails as to the injunction. The rapidly accumulating decisions on the Workmen's Compensation Act, 1906—on "casual employment," for instance—are conveniently collected, with references also to such of the earlier decisions as are still applicable. The work appears to have been very carefully revised for the present edition.

Real Property.

AN ANALYSIS OF WILLIAMS ON THE LAW OF REAL PROPERTY. FOR THE USE OF STUDENTS. By A. M. WILSHIRE, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

Williams on Real Property, although accepted for many years as an authoritative and useful statement of this branch of the law, is neither large in volume nor difficult in style, and any student who is undertaking the necessary task of mastering its contents would, we should imagine, make his own analysis as his perusal proceeds, and thus at the close find it easy to revive his recollection of the contents. But for the student who prefers to have this work done for him Mr. Wilshire's volume will prove useful. It professes, as the compiler states, to be a note-book and no more, and since the original book has been carefully re-edited from time to time since the author's death by a very competent hand, the note-book represents the present state of the law. The abbreviations are perhaps a trifle odd occasionally, and "St. Frauds" looks as though an Act, every line of which, it used to be said, had cost a subsidy, had been canonized in recognition of the benefits it had conferred on lawyers. But we may anticipate that students will still look forward hopefully to the law as a career when "St. Frauds" and "St. Uses" have given place to modern equivalents.

Company Law.

A SUMMARY OF THE LAW OF COMPANIES. By T. EUSTACE SMITH, Barrister-at-Law. TENTH EDITION. By the Author and W. A. BEWES, Barrister-at-Law. Stevens & Haynes.

The number of editions through which this work has run shows that it has been found useful by students and others for whom it was prepared. As the author stated in his first preface, the text-books on companies are large and the Companies Acts themselves long. To master the whole requires more time than a student could give, and would be, indeed, an unnecessary task. The subject is one which, for a student's purposes, calls for summary, and such summary is very conveniently given in Mr. Eustace Smith's book. It has been brought up to date by including the provisions of the Companies Act, 1906, and the foot-notes give references to a good selection of the principal cases. The author has also included in this edition a chapter on limited partnerships, founded, of course, on the Limited Partnerships Act, 1907, and some practical suggestions are made as to the preparation of the deed of partnership in such a case.

Books of the Week.

The Annual County Courts Practice, 1909. Edited by WILLIAM CECIL SMYLY, K.C., LL.B., Judge of County Courts, and WILLIAM JAMES BROOKS, M.A., Barrister-at-Law. In Two Vols. Vol. I. containing the Jurisdiction and Practice under the County Courts Acts, the Bills of Exchange Act, the Employers' Liability Act, and the Workmen's Compensation Act, and the Statutes, Rules of Practice, Forms, and Tables of Fees and Costs. Vol. II. containing the Jurisdiction and Practice under Acts other than the County Courts Acts, the Bills of Exchange Act, the Employers' Liability Act, and the Workmen's Compensation Act, together with the Statutes, Rules of Practice, Forms and Fees. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

American Law Review. November—December, 1908. Editor: CHARLES E. GRINNELL. Reeves & Turner.

The English Reports. Vol. LXXXIX. : King's Bench Division XVIII., containing Freeman 1, Shower 1 and 2. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Le Prospectus dans les Sociétés Anglaises par Actions Étude Analytique et Critique de Législation et de Jurisprudence. Par HENRY SEGNIETZ, Docteur en Droit. Paris: L. Larose & L. Tenin.

Correspondence.

The New Land Transfer Rules.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—There are three points arising on the new rules which require to be considered at once.

1. Rule 19 provides for numerous documents being lodged at the Land Registry with a list in duplicate, but there is not a word as to whether such documents are to be returned to the applicant.

2. Does rule 21 mean that the vendor's consent in writing will in future be necessary in every case of an application for registration by a purchaser?

3. In rule 336 of the rules of 1903, paragraphs A, B, and D are abrogated and new paragraphs B and D are substituted therefor. The old paragraphs A and B provided for the remuneration of solicitors on the registration with absolute or qualified or possessory title, but as matters now stand, there is no provision for the remuneration of the solicitor in these cases, unless paragraph J is to apply, although the work involved is more onerous than before.

Dec. 15.

F. R. B.

[See observations in article, and under the head of "Current Topics."—Ed. S.J.]

CASES OF THE WEEK.

Court of Appeal.

THE KING (ON THE PROSECUTION OF THE SOUTH-EASTERN AND CHATHAM RAILWAY'S MANAGING COMMITTEE) v. THE ASSESSMENT COMMITTEE OF THE METROPOLITAN BOROUGH OF SOUTHWARK (DE PARISH OF ST. MARY, NEWINGTON). SAME v. SAME (DE PARISH OF ST. SAVIOUR). SAME v. SAME (DE PARISH OF CHRISTCHURCH). No 1. 4th, 5th, and 7th Dec.

RATING—POOR RATE—RATING OF RAILWAYS—DECREASE IN RECEIPTS FROM COMPETITION OF TRAMWAYS, TUBE RAILWAYS, AND MOTOR-OMNIBUSES—CLAIM TO BE INSERTED IN PROVISIONAL LIST—VALUATION (METROPOLIS) ACT, 1869, ss. 46, 47.

A decrease in the receipts of the business of a railway company within the Metropolis caused by competition of tramways, tube railways, and motor-omnibuses is an alteration in value within the meaning of section 47 of the Valuation (Metropolis) Act, 1869.

This was an appeal by the assessment committee against an order of the Divisional Court making absolute a rule nisi which had been obtained for the purpose of compelling the committee to appoint a valuer to assess the value of the property belonging to the South-Eastern and Chatham Railway Co. in the above three parishes. On the 21st of July, 1908, the railway companies' managing committee obtained the rule calling upon the assessment committee to shew cause why a writ of summons should not issue directed to them, commanding them to appoint a person to make a provisional list for the parish of St. Mary, Newington, containing the gross and rateable value of the lines of the railway and appurtenances whereof the railway companies' managing committee were the occupiers, as reduced since the making of the valuation list then in force as required by the Valuation (Metropolis) Act, s. 47 (2). Similar rules were also obtained with regard to the two other parishes in the borough of Southwark. That section enacts that "If, in the course of any year, the value of any hereditament is increased by the addition thereto or erection thereon of any building, or is from any cause increased or reduced in value, the

following provisions shall have effect:—(1) The overseers of the parish in which such hereditament is situate may, and on the written requisition of the assessment committee, or of any ratepayer of the union, or of the surveyor of taxes for the district shall, send to the assessment committee a provisional list containing the gross and rateable value as so increased or reduced of such hereditament; (2) a copy of the requisition shall be sent by the person making it to the clerk of the assessment committee, and if within fourteen days after the requisition has been served on the overseers they make default in sending such provisional list, he shall forthwith summon the assessment committee, and the assessment committee shall appoint a person to make such provisional list. . . . Purporting to act under this section, the railway committee in March, 1908, addressed a letter to the overseers of the parishes in question pointing out that in consequence of the competition of tramways, tube railways, and motor-omnibuses a great reduction had taken place in their receipts, and requesting that a provisional valuation list might be made in which their assessment might be reduced. The assessment committee were of opinion that a reduction in receipts was not such an alteration in value as came within the meaning of the section, and refused to make a provisional list. The railway committee then gave notice of objection to the supplemental list, which was made in the course of this year, on the ground that their property was omitted therefrom, and obtained the rules nisi above mentioned. The Divisional Court ordered that the rules nisi should be made absolute.

THE COURT dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that he thought there was nothing in the technical objection that the proper form of the *mandamus* would be to hear and determine. A *mandamus* made in that form would have the effect of depriving the railway committee of the immediate benefit of this legislation. It was argued that an alteration, to be relied on as a ground for a requisition under section 47, must be an increase caused by the addition or erection of any building, or by some other cause operating in some such way. He thought that the judgment in *Camberwell Assessment Committee v. Ellis* (1900, A. C. 510) conclusively shewed this not to be so. It was also contended for the overseers that at the date of the last quinquennial assessment—namely, in 1905, the competition of the tramways and motor-omnibuses, which, it was alleged, were the primary cause of the falling off in the respondents' receipts, were already in existence, and must have been a matter which was taken into consideration by those who made the valuation in that year. He thought that this argument was met by the observations of Cockburn, C.J., in *Reg. v. New River Co.* (4 Q. B. D. 309), where that learned judge said: "If by any extraordinary or unlooked for circumstances the value of the given property should be greatly increased on the one hand, or greatly decreased on the other, then the assessment ought not to continue to exist, and taxes ought to be levied upon such an altered state of circumstances." He thought that in this case there was an alteration so permanent and of such a substantial character as to bring the case within the section.

BUCKLEY and KENNEDY, L.J.J., gave judgments to the same effect.—COUNSEL, Sir Robert Finlay, K.C., and W. W. Mackenzie; Walter Ryde. SOLICITORS, A. Johnson, Town Clerk; J. W. Watkin.

[Reported by ESKINE REID, Barrister-at-Law.]

ANSLOW v. CANNOCK CHASE COLLIERY CO. (LIM.). No. 2.
9th Dec.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—AVERAGE WEEKLY EARNINGS—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), SCHEDULE I., ss. 1, 2.

In estimating the average weekly earnings under section 2 (a) of Schedule I. of the Workmen's Compensation Act, 1906, the object is to arrive at the earnings in a normal week, having regard to the nature of the employment. If, therefore, the employment is subject to recognized interruptions, the average weekly earnings must be calculated by first dividing the total sum earned by the number of weeks actually worked, disregarding days on which no work was done, and then further dividing the result by the fraction of the whole year of fifty-two weeks, which represents the normal period of employment.

This was an appeal from the decision of the judge of the Lichfield County Court, sitting as arbitrator under the Workmen's Compensation Act, 1906. Owing to stoppages, wake weeks, holidays, and sickness, the applicant in this case had only worked for thirty-three weeks of the twelve months previous to the accident, during which period he had earned £68. The county court judge had divided this £68 by thirty-three weeks, and had then made a further fractional deduction in accordance with the suggestion of Moulton, L.J.'s, judgment in *Bailey v. Kenworthy* (1908, 1 Ch., p. 466), so as to arrive at the true average for the working year, and the point for decision was whether this further fractional deduction ought to have been made. The applicant appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R.—This appeal raises the question how the average weekly earnings of a collier during the twelve months before the accident (liability for which is admitted) ought to be calculated. He was in the employment of the respondents during the whole period of twelve months, and was entitled to an allowance for coal whether actually working or not. I accept, as I am bound to do, the following findings of the county court judge: First, the total amount of wages actually received during the twelve months was £68 odd; second, there were fourteen weeks of stoppage, when he could not get work, two weeks for Bank Holidays and wakes, when he did not work; two weeks

when he was away from illness, and one week when he took a holiday, leaving thirty-three weeks during which he actually worked; third, the fourteen weeks of stoppage and the two weeks of Bank Holidays and wakes were normal and recognized incidents of the applicant's work, and not due to abnormal or fortuitous circumstances, such as a fire in the mine. I have used the phrase "weeks," as the county court judge does, as meaning an aggregate of days amounting to weeks, reckoned at the agreed rate of five and three-quarter days per week. Now, the dominant principle which ought to be applied is stated in the First Schedule, 2 (a) "Average weekly earnings shall be computed in such manner as is best calculated to give the rate per week at which the workman was being remunerated." In my opinion the true test is this: What were his earnings in a normal week, regard being had to the known and recognised incidents of the employment? If work is discontinuous, that is an element which cannot be overlooked. For example, if the normal days of work are four days a week, for which 20s. are paid, it is a fallacy to say that the average weekly earnings are 30s. That is not the rate per week at which he was being remunerated. To say that he got 5s. a day for every day during which he worked does not involve the proposition that he got 5s. for every day in the week. Such a proposition has no warrant in fact, and I decline to accept it. I think that days in which no work was done must be disregarded for the purposes of the division of the total wages earned. That reduces the fifty-two weeks to thirty-three. But the sum arrived at by the fraction 68-35 does not represent his earnings in a normal week, or his average earnings during the whole twelve months. It represents only the average during a portion of the year—namely, during the thirty-six weeks when the colliery was working. In other words, the true result is represented by the fraction 56-52 or 68-35. This is the method adopted by the county court judge. It must not be forgotten that compensation, as distinguished from damages, is what the Act gives, and that compensation must be measured according to the provisions of the Act. I have not thus far referred to the decision of this court in *Bailey v. Kenworthy* (1908, 1 K. B. 441), but I think the present appeal is really concluded by that decision. The precise point is dealt with by Fletcher Moulton, L.J., at p. 466, and although in my judgment I referred only to the true divisor (p. 454), that was because the figures were agreed between the parties, and not because of any difference of opinion. Since this judgment was written, my attention has been called to a very recent decision in the Court of Session of *Carter v. John Lang & Sons* (16 Scotch L. T. Rep., p. 345), in which the view which I have expressed was adopted. The judgment of the Lord President in terms approves of the method of Moulton, L.J., in *Bailey v. Kenworthy*, at the page above referred to. I desire also to add that I agree with the Lord President's comment on that part of the head-note to *Bailey v. Kenworthy* which states that "days in which no work is done and no wages are earned are to be disregarded." That is expressed in too general terms. The appeal must be dismissed with costs.

FLETCHER MOULTON and FARWELL, L.J.J., concurred.—COUNSEL, *Hugo Young, K.C., and Milward; C. A. Russell, K.C., and E. W. Cave.*
[Reported by J. I. STIRLING, Barrister-at-Law.]

WARNCHEN v. RICHARD MORELAND & SON (LIM.). No. 2.
30th Nov.

EMPLOYER AND WORKMAN—COMPENSATION—REFUSAL TO UNDERGO SIMPLE OPERATION—CONTINUED INCAPACITY TO WORK—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 1.

A workman who meets with an accident in the course of his employment is not entitled to claim compensation for continued incapacity to work if such continued incapacity really arises from his own refusal to undergo a slight operation. The test in each case is the reasonableness or unreasonableness of the refusal to undergo the operation.

Rothwell v. Davies (19 Times L. R. 423) explained.

This was an appeal from the decision of the Judge of the Bow County Court sitting as arbitrator under the Workmen's Compensation Act, 1906. The facts as found by the county court judge were as follows: The applicant, a workman in the employ of R. Moreland & Son (Limited), was injured on the 18th of February, 1907, by two stanchions falling on his right foot. The foot was treated at the hospital, with the result that after two or three small operations the applicant had his second toe and part of the big toe of his right foot removed. The applicant nevertheless still suffered some pain from his big toe and the X-rays shewed that there was a piece of bone which was detached from the bone of the big toe at the time of the accident and which was now loose in the stump of the big toe. The respondents paid the applicant 14s. 10d. till the 27th of January, 1908, and then stopped any further payments. The applicant demanded arbitration on the 26th of March, 1906. On the 1st of May, the day fixed for hearing the arbitration, an agreement was come to between the applicant and his employers, and the applicant received £10 7s. 8d., being compensation at the above rate to the 4th of May, 1908. By this agreement the employers, Moreland & Son (Limited), agreed to pay the applicant weekly compensation at the rate of 14s. 10d. to the 4th of May, 1908, and the applicant agreed to forthwith submit himself to the examination in consultation of his own doctor and the employers' doctor, and to do what they advised him. In the meantime the weekly payments were to be continued at the rate aforesaid, so long as the applicant followed the doctors' advice and continued to be incapacitated for work; but in the event of his not doing what the doctors advised him no further compensation was to be paid to him pending a reference to the judge. On the 5th of May applicant was again examined by the doctors named

in the agreement, and both these gentlemen advised him to submit to an operation for the purpose of removing the detached piece of bone in the stump of the big toe. On the 26th of May the applicant's solicitors, by letter of that date, informed the respondents that the applicant refused to undergo the operation, and the request for arbitration was restored to the list. All the medical witnesses called were of opinion that the applicant ought in his own interests to submit to the operation. The county court judge found that the operation was of a simple character, involving a risk which was hardly appreciable. The applicant was a man of thirty years of age, and seemed to be (and no evidence was given to the contrary) in good health. He also found that it was doubtful if the applicant's toe would ever recover without an operation, and then only by the applicant having the strength of mind to incur considerable pain in using it, in which strength of mind he seemed to be wanting. He also found that the operation was one which any man of ordinary nerve would submit to in his own interest. On these findings the county court judge, considering himself bound by the decision of the Court of Appeal in *Rothwell v. Davies* (19 Times L. R. 423), made an award in favour of the applicant for a continuance of the weekly payments, though he stated in his judgment that but for that decision he should have followed the case of *Donnelly v. William Baird & Co. (Limited)* (45 Scottish Law Reports, 394) and his own view of the law, and found in favour of the employers. The employers appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said that the present appeal undoubtedly raised points of interest and importance, one of which was that it afforded an opportunity of explaining and setting right what was supposed to have been decided by *Rothwell v. Davies* (*supra*). That case was very inadequately reported, no findings of fact were set out, and upon sending for some of the original documents in that case it now appeared that the county court judge had found as a fact that the workman there had acted reasonably in refusing to undergo an operation. According to the medical evidence in that case, it appeared to be an operation that would have been attended with very considerable risk, and one of the doctors in his evidence said, "I would not in any case have had this operation performed upon me." No wonder, then, that the Master of the Rolls characterized that as a hopeless appeal; and when the facts were fully known it could not be taken as lending any support to the suggestion that a man who declined to submit to a trifling operation was still entitled to claim full compensation for his incapacity to work. In the circumstances of this case the true inference of fact would seem to be that the disability or incapacity to work was not now so much due to the original accident as to the workman's refusal or unwillingness to take reasonable means to get rid of it. In the present case the county court judge found as a fact that the operation would be of a simple character, involving a risk which was hardly appreciable, and that the man was thirty years of age and in good health. Without saying that a man could be compelled to undergo a surgical operation, his lordship did say that, in his opinion, if an operation was not performed, the continuance of the disability or incapacity would be due, not to the original accident, but to the unreasonable conduct of the workman in refusing to submit himself to a comparatively trivial operation. The county court judge would certainly have come to this conclusion but that he felt himself bound by the decision in *Rothwell v. Davies*, but there he had not had the opportunity, which this court had had, of seeing the actual findings of fact by the county court judge from whose decision the appeal in that case had been brought. He (the Master of the Rolls) adopted the decision of the Scotch judges in *Donnelly v. William Baird & Co. (Limited)*, and particularly the judgment of Lord MacLaren. The appeal must be allowed, and the case must go back to the county court judge to settle the terms of compensation, now that this court had decided that he has a discretion in the matter, unless the parties either came to terms or agreed to allow this court to determine the question for them and so save expense.

FLETCHER MOULTON and FARWELL, L.J.J., delivered judgments to the same effect.—COUNSEL, *Shakespeare; Powell, K.C., and Poley.* SOLICITORS, *Griffith & Gardiner; W. H. Curtis.*
[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

WHITMORES (EDENBRIDGE) (LIM.) v. STANFORDS. Eve, J.
9th Dec.

WATER—ARTIFICIAL WATERCOURSE—ORIGIN UNKNOWN—RIGHTS OF RIPARIAN OWNERS—RIGHT TO FLOW OF WATER—PRESUMPTION.

Where an old artificial watercourse passes through the land of several proprietors and there is no evidence as to the terms on which the watercourse was originally constructed, there is a presumption that each proprietor is entitled to use the water for all reasonable purposes.

Burrows v. Lang (1901, 2 Ch. 502) distinguished.

The court will not refuse to make the presumption merely because it may impose a greater burden on one of the joint users than may have been contemplated when the watercourse was constructed.

Rylands v. Fletcher (L. R. 3 H. L. 330) considered.

This was an action for an injunction to restrain the defendants from interfering with the flow of water in a stream running through the plaintiffs' land. The plaintiffs were owners of a tannery on either bank of a stream which flowed from the River Eden, and which

was an artificial watercourse constructed about four hundred years ago. The tannery was established about 230 years ago. The defendants were occupiers of a mill on the stream below the plaintiffs' premises, but they had sole control, as occupiers of the mill, of the flow of water, and regulated it by means of a weir and sluice gates. In November, 1907, the defendants cut off the supply of water, thereby depriving the plaintiffs of the benefit of the water. The trial of the action lasted several days, and on the 17th of November judgment was reserved.

EVE, J., said: The issues in the action are (1) In whom the bed of the stream is vested, and (2) Have the plaintiffs a right to abstract water for use in the tannery? I should have been prepared to hold that where an artificial channel passes through the land of several proprietors *prima facie* every proprietor is entitled to that moiety of the bed of the channel which adjoins his land. But it is not necessary to fall back on that presumption, as the conduct of the parties shews that the plaintiffs are the owners of the bed of the stream so far as it runs through their land. With regard to the abstraction of water, am I to infer that the user of the water by the tannery has throughout been permissive or that the joint user of the water by the tanner and the miller was a condition under which the channel was constructed? I think these are the two alternatives between which I have to elect, for I am satisfied that if the watercourse was made solely for the purposes of the mill I ought to hold such purposes to be temporary, and that in accordance with *Burrows v. Lang* (1901, 2 Ch. 502) I could not presume any grant by which the grantor bound himself to continue the flow of water for all time, quite irrespective of the consideration whether the purposes for which the watercourse was originally made were still subsisting, and regardless of the wholly uncertain burden which he might thereby be undertaking. And even if such a grant were presumed, I think it is clear upon the authorities that the burden of such covenant would not run with the land. Further, I think *Burrows v. Lang* establishes the proposition that if the plaintiffs have no right to have the flow continued, they cannot claim an easement the right to abstract water if and when it is flowing in the stream. "To my mind," said Farwell, J., "that is a claim which is inconsistent with the very idea of the nature of an easement." I think, therefore, the plaintiffs' user must be either of a permissive character or must be founded on a presumption that the watercourse was originally constructed for the joint purposes of the tannery and the mill. It has been strenuously argued that *Burrows v. Lang* is an authority against any such presumption, and as strenuously argued on the other side that *Baily v. Clark* (1902, 1 Ch. 649) shews that in such circumstances as exist in this case it is the only possible presumption to make. I do not think that *Burrows v. Lang* does more than negative such a presumption in a case where water is conducted by a man entirely over his own land, but in a course which makes the water accessible to his neighbour. Where the water required by one owner passes over the land of another owner, the learned judge distinctly recognizes that a presumption may arise that there was an arrangement that the flow of water should be for the benefit of both. Then it is urged that the court ought not to make the presumption if the result may be to throw upon one of the two responsibility for acts done solely for the purposes of the other. It is argued that if the use of the water for the mill be discontinued and its impounding and flow for the purposes of the tannery be continued, the miller might still be made liable for any damage occasioned to others consequent upon such impounding, and in support of this argument *Rylands v. Fletcher* (L. R. 3 H. L. 330) and *Buckley v. Buckley* (1898, 2 Q. B. 608) were cited. I think this argument involves a rule of law of wider application than the rule which was applied in those cases, and a rule for the existence of which those cases are no authority. The rule there applied does not seem to me to extend so as to make the owner of land liable for collecting and impounding on his land by another of water not for the purposes of the owner of the land, but for the purposes of such user. And if the presumption of construction for mutual benefit ought otherwise to be made, I do not think I ought to refuse to make it merely because it may under certain circumstances impose a greater burden on one of the joint users than may have been contemplated when the arrangement is presumed to have been made. Under all the circumstances I think I am bound to infer that the stream was originally constructed for the mutual benefit of the tanner and the miller, and that the plaintiffs are entitled, under an agreement entered into when the channel was constructed, to use the water for all reasonable purposes—that is, for all purposes not causing any material injury to the miller. Holding, as I do, that the use by the plaintiffs has been reasonable, I must give judgment for the plaintiffs and grant the injunction asked for.—COUNSEL, P. O. Lawrence, K.C., Jessel, K.C., and Hartree; Upjohn, K.C., and Gatey. SOLICITORS, Sharpe, Pritchard, & Co., for Cripps, Son, & Daish, Tunbridge Wells; Loughborough, Gedge, & Co.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

WRIGHT AND ANOTHER v. ANDERTON. Div. Court. 8th Dec.
INNKEEPER'S LIABILITY—CLUBROOM IN INN HIRED BY ATHLETIC CLUB—GOODS OF GUESTS OF GUESTS.

The responsibility of an innkeeper for the safety of the traveller's property begins the moment the relationship of innkeeper and guest

arises, and that relationship begins the moment a traveller enters the inn with the intention of using it as an inn, and is received on that basis by the innkeeper. The goods of the traveller then become liable to a lien, although the lien does not attach until a debt has been incurred, and the fact that some person other than the traveller is to pay for the accommodation does not affect the innkeeper's liability for, and lien upon, the traveller's goods.

This was an appeal from the county court of Bradford. It appeared that the Bradford Hockey Club made arrangements with the landlord of the White Hart, one Anderton, an innkeeper, for the use of a clubroom for two hours on alternate Saturday afternoons during the winter months 1907-1908. The charge for the room, which was fitted with benches against the walls, was 2s. 6d. for each Saturday. The Bradford Hockey Club also arranged with Anderton for a tea to be provided for the home and for the visiting team at 9d. a head, to be paid for by the Bradford Hockey Club. On the 18th of January the home team and the visiting team (from Sandal) changed their clothes in the clubroom, and left them there during the match. A thief entered the clubroom during the absence of the teams and stole from the clothes left there a large amount of money and jewellery. The plaintiffs (two members of the Sandal team) brought an action against Anderton, the innkeeper, on the ground that he was an insurer of their clothes left in the clubroom. The county court judge gave judgment for the plaintiffs for £40, holding that the relation of the defendant to the plaintiffs was that of innkeeper and guests. The defendant appealed. On the appeal two points were taken on behalf of the appellant—(1) that under the circumstances as to the hire of this room it was not a part of the inn, such as an ordinary bedroom or sitting-room, and (2) that the liability of the innkeeper for, and his lien upon, goods did not extend to the goods of guests of his guests, and the Sandal team were the guests of the Bradford Hockey Club, and not of the innkeeper.

BIGRAM, J., in delivering the judgment of the court, said that he thought the appeal must be dismissed. Two points had been taken by the learned counsel for the appellant. In the first place, he said that the room in which these clothes had been left by the plaintiffs was not, in the circumstances of the case, a part of the inn. That question appeared to him to be more in the nature of a question of fact than one of law. If it were a mere question of the legal inference to be drawn from the facts found by the county court judge in his judgment, he (the learned judge) thought that the inference he drew was the same as that drawn by the county court judge. He need not say more on this point than that he agreed with the facts found by the county court judge, and with the reasons that he gave. The other point taken was that the relation of guest and landlord had not arisen between the parties so as to make the innkeeper's liability to his guest at common law applicable to this case. He (the learned judge) did not agree with that contention, and he thought it well to state what he considered to be the law on this matter. The responsibility of an innkeeper for the safety of the traveller's property began the moment the relationship of landlord and guest, or of innkeeper and guest, arose, and that relationship began the moment a traveller entered the inn with the intention of using it as an inn, and was received on that basis by the landlord. It did not matter that no food or lodging was supplied up to the moment of the loss of the goods; it was sufficient if the circumstances shewed that there was an intention on the one hand to supply and upon the other to accept such accommodation. The goods of the traveller then became liable to a lien, although the lien did not attach until a debt had been incurred, and it did not, in his opinion, matter who was to pay; it might be the traveller himself or it might be some other person. If there were these circumstances then the common law liability of an innkeeper for the safety of his guests' goods arose. Applying that statement of the law to this case, he thought that the plaintiffs entered the inn intending to use it as an inn. The innkeeper allowed the plaintiffs to come into the inn, as, in the absence of any lawful objection, he was bound to do, that they might use it as an inn. They came in intending to use the accommodation for dressing and undressing, and intending to be there supplied with refreshment. The moment those circumstances occurred the innkeeper's liability for the safety of the plaintiffs' clothes and goods which were left at the inn arose. Under these circumstances, it was said that, as the plaintiffs were not the persons who were to pay for the accommodation and refreshment they were to receive, the innkeeper was not liable. As he had said before, he did not think that mattered, as the innkeeper was to be paid. The appeal therefore must be dismissed with costs.

WALTON, J., concurred.—COUNSEL, F. Y. Stanger; R. Watson. SOLICITORS, Crossman, Frichard & Co., for Langhorne & Barnes, Wakefield; Steadman, Van Praagh & Co., for Neumann & Holmes, Bradford.

[Reported by C. G. MORAN, Barrister-at-Law.]

HAGUE v. DONCASTER RURAL DISTRICT COUNCIL. Div. Court. 1st Dec.

PUBLIC AUTHORITIES PROTECTION—CONTINUOUS POLLUTION OF STREAM BY PUBLIC AUTHORITY—DEATH OF CATTLE FROM DRINKING IN STREAM—"CONTINUANCE OF INJURY OR DAMAGE"—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. c. 61), s. 1.

A stream passed alongside the plaintiff's land, and the plaintiff's cattle drank from it. The stream was polluted by an effluent from the defendants' sewage works, and three of the plaintiff's bullocks died at intervals from drinking the polluted water, the last of them dying more than six months before the date at which the plaintiff brought an action against the defendants for the loss of his bullocks. It appeared that

the stream was continuously polluted, and that the pollution continued at the date when the plaint was issued.

Held, that the case was one of "continuance of injury or damage" within the meaning of section 1 of the Public Authorities Protection Act, 1893, and that therefore that section afforded the defendants no protection.

This was an appeal from a part of the decision of a county court judge, by which he awarded the plaintiff damages for the loss of three bullocks, and granted an injunction against the defendants continuing to pollute a certain stream. It appeared that a stream bordering the plaintiff's farm was polluted by an effluent from the defendants' sewage works throughout the years 1906 and 1907, and that the pollution was still continuing in April, 1908. During the years 1906 and 1907 the plaintiff lost three bullocks, that died from drinking polluted water from the stream. The last of the three bullocks died in September, 1907. In April, 1908, the plaintiff brought an action against the defendants for the loss of the three bullocks. From the decision of the county court judge, awarding the plaintiff damages and an injunction, the defendants appealed. By section 1 of the Public Authorities Protection Act, 1893: "Where, after the commencement of this Act, any action, prosecution, or other proceeding is commenced in the United Kingdom against any person for any act done in pursuance or execution or intended execution of any Act of Parliament, or of any public duty or authority . . . the following provisions shall have effect:— (a) The action, prosecution, or proceeding shall not lie or be instituted unless it is commenced within six months next after the act, neglect, or default complained of, or, in the case of a continuance of injury or damage, within six months next after the ceasing thereof."

BIGHAM, J., said that he had a little doubt about this case; but he thought the decision of the county court judge was right. The action was brought in respect of an act done by the defendants in pursuance, or in execution or in intended execution, of a public duty. When they asked what was the act in respect of which the action was brought, the answer was the pollution of the stream. That was what was done by the defendants in pursuance, or in execution or in intended execution, of their duty. The defendants did not kill the bullocks in the execution of their duty; but they polluted the stream. In respect of that pollution then the action was brought. When did that pollution begin? They did not know; but it began before the death of any of these three bullocks, and it continued to the moment when the plaint in the county court was issued. In his opinion the act in respect of which the plaint was issued was a continuing act. There was a continuing injury, and, from time to time, whilst the act was being done, damage was being inflicted on the plaintiff. He lost these bullocks periodically. He (the learned judge) thought this action was instituted in case of a continuance of injury or damage within the meaning of section 1 of the Public Authorities Protection Act, 1893, and that as it had been brought before the act complained of had ceased, the defendants were not protected by that section, the action having been brought in time.

WALTON, J., said that he agreed. In the case of *Carey v. Bermondsey* (67 J. P. 111) the cause of action was negligence causing personal injuries to the plaintiff. The negligence and the receipt of the personal injuries were not within six months of the commencement of the action, although the illness of the plaintiff, the effect and consequence of her injuries, extended to a time within the six months. Therefore it was held that the action would not lie, for the action was brought too late. That was not quite like the present case. He thought that this case was indistinguishable from the one that came before Buckley, J.: *Harrington (Earl of) v. Derby Corporation* (1905, 1 Ch. 227). That was a case in which a river had been polluted, and the pollution had continued over a long period. Buckley, J., in that case (see L. R., at p. 227) had discussed the whole question. He thought that Buckley, J., assumed, without expressing any final opinion, that no action at common law would lie unless both the pollution and the damage caused by the pollution occurred within the period of six months. He said: "The right of action arises, not from the act, but from the resulting of damage from the act." *Backhouse v. Bonomi* (1861, 9 H. L. C. 503) established that proposition. There is, however, a further case with which this section is particularly concerned—namely, a continuing act, which produces subsequently from day to day a recurrent damage. There is thus created within the principle I have stated a fresh cause of action every day, and this, I conceive, is what is referred to in the section by the words "in case of a continuance of injury or damage." It might be that the act was continuing as being a continuing repetition of acts causing a repetition of damage, and Buckley, J., in such a case, held that if the rest of such acts were within six months of its ceasing the action was in time. He (the learned judge) thought that this case was clearly within what Buckley, J., had said in that case. The appeal therefore must be dismissed.—COUNSEL, Tindal Atkinson, K.C., and T. R. D. Wright; E. Shortt. SOLICITORS, Warren, Murton, & Miller, for Tyas & Son, Barnsley; E. Nicholson.

[Reported by C. G. MORAN, Barrister-at-Law.]

MORGAN v. RUSSELL & SONS. Div. Court. 27th, 28th Oct.; 26th Nov. CONTRACT—SALE OF CINDERS, PUDDLE OR IRON SLAG—PURCHASER TO REMOVE SAME, SELLER GIVING FREE ACCESS—SLAG CLAIMED BY THIRD PERSONS—DEFECT IN SELLER'S TITLE—DAMAGES.

The plaintiff agreed to sell to the defendants cinders and puddle or iron slag lying at certain tips at 2s. 3d. per ton. The defendants were to remove what was sold, and the plaintiff was to give them free access to the tips. The agreement had been acted on for some time, when

third parties, claiming the cinders and slag, barred the defendants from access to the tips. The defendants counterclaimed for damages for breach of contract in an action brought by the plaintiff. The county court judge found that the cinders and slag had become part of the ground or soil, and were not definite or detached heaps resting on the ground, and he held that the failure, if any, in the carrying out of the agreement arose from a defect in the plaintiff's title, and that therefore, on the principle laid down in *Bain v. Fothergill* (L. R. 7 H. L. 158) the defendants were not entitled to recover damages against the plaintiff. The defendants appealed.

Held, that this particular contract was not a contract for the sale of goods under the Sale of Goods Act, 1893, and that the principle of *Bain v. Fothergill* (supra) being applicable to the case, the decision of the county court judge must be affirmed.

This was an appeal from the Swansea County Court. The facts and arguments appear sufficiently from the written and considered judgment of the Lord Chief Justice, which was as follows:

LORD ALVERSTONE, C.J., read the following judgment: This is an appeal from a judgment of his Honour Judge Roberts, giving judgment for the plaintiff on a counterclaim set up by the defendants, Messrs. Russell, in respect of an alleged breach of contract of the 25rd of January, 1907, made between the plaintiff Morgan and the defendants Russell, whereby the plaintiff agreed to sell to the defendants "(1) . . . all the cinders and puddle slag or iron slag (but not iron) in or about the Penclawdd Works, both on the tip on and adjoining the foreshore, and on the tip to the east of the works, and the puddle slag lying in or about the yard of the said works, or such part of such cinders and puddle slag as the said J. H. Russell & Sons may desire to remove at the price of 2s. 3d. per ton, payment thereof to be made on Monday in each week for such slag and cinders as have been removed during the previous week. Should any one of such weekly payments be in arrear for the space of seven days, the said Thomas Morgan shall be at liberty to prevent the said J. H. Russell & Sons removing any more cinders or puddle slag until such times as the said arrear shall have been paid, but no longer or otherwise. (2) Subject to the last portion of clause 1 hereof, the said Thomas Morgan shall give the said J. H. Russell & Sons at all times free access to the said tips and yard for the purpose of removing the said cinders and puddle slag." The agreement further provided (clause 3) that the plaintiff, Thomas Morgan, had no power to determine the agreement with regard to the tip on or adjoining the foreshore, or the tip to the east of the works. The agreement was acted upon by the parties, and after the defendants had taken a considerable amount of cinders and slag from the tip on the foreshore and the tip to the east of the works, the slag in these two tips was claimed by third persons, and the defendants were no longer able to obtain the slag under and by virtue of the powers conferred upon them under the agreement, and brought this counterclaim against the plaintiffs to recover damages for breach of contract. The county court judge has found—and we have no power to interfere with that finding—that the cinders and slag had become part of the ground or soil itself, and were not definite or detached heaps resting, so to speak, upon the ground. The judge considered that, under these circumstances, the defect, if any, in the carrying out of the agreement arose from a defect in the plaintiff's title, and that therefore, upon the principle of *Bain v. Fothergill* (L. R. 7 H. L. 158), the defendants were not entitled to recover damages for the loss of their bargain. The case for the appellants was rested upon two grounds. It was first said that this was a contract for the sale of goods under section 62 of the Sale of Goods Act, and therefore the ordinary rule of damages applies; and, secondly, that even assuming the cinders and slag were not goods, the principle of *Bain v. Fothergill* would not apply, and the defendants were entitled to general damages. I am clearly of opinion that this was not a contract for the sale of goods. The plaintiff Morgan did not contract to sell any definite quantity of mineral, nor was it a contract for the sale of a heap of earth, which could be said to be a separate thing. In my view the contract was a contract to give free access to certain tips for the purpose of removing cinders and slag which formed part of the soil at the price of 2s. 3d. per ton, to include the value of the slag so taken, for so long as the defendants chose to exercise their option to take. The contract appears to me to be exactly analogous to a contract which gives a man a right to enter upon land, with liberty to dig from the earth *in situ* so much gravel or brick earth or coal on payment of a price per ton. The first ground, therefore, in my opinion, is not one upon which the appeal can succeed. The second argument, to my mind, presents more difficulty—namely, assuming the contract to be such as I have said, does the principle of *Bain v. Fothergill* apply? In order to decide this it seems to me that one must ascertain accurately what are the facts. The defendants, by their counterclaim, alleged that the owners of the slag, other than the plaintiff, claimed the slag in question, and it was stated—and is, I think, involved in the judgment—that but for this claim the plaintiff would have been willing and would have continued to allow the defendants to enter upon the property and take away the slag. The difficulty arises entirely from the plaintiff having given permission to take cinders and slag which were not his own. If the claim against the plaintiff had been based upon some contract or representation whereby the plaintiff had warranted that the cinders and slag were his, or that he had undertaken to procure them, then, in my judgment, on his failing to do so the defendants might have been entitled to recover damages, and the principle of *Bain v. Fothergill* could not properly be said to apply. But where, as in this case, the plaintiff was ready and willing that the defendants should exercise their rights under the agreement, it seems

to me that the difficulty which prevented the defendants from continuing to exercise these rights was a defect in the plaintiff's title. It may be that in some action otherwise framed the defendants would have been entitled to obtain substantial damages, but not under such a contract on the facts stated in the counterclaim, and found by the county court judge. I think it only right to add that, so far as I understand the proceedings, there was no evidence that the plaintiff obstructed or denied the right of access to the tips; on the contrary, we were informed that the barriers were put up by the persons claiming to be the owners of the slag, and not by the plaintiff, so that no breach arose in consequence of the failure by the plaintiff to give the defendants access during any time prior to the refusal of the owners of the cinders and slag to allow it to be removed. For these reasons, in my opinion, the judgment should be affirmed, and the appeal dismissed with costs.

WALTON, J., delivered judgment to the same effect. In the course of his judgment he said that he wished to guard against it being supposed that he expressed any opinion that there might not be a contract of sale within the meaning of the Sale of Goods Act, 1893, of minerals which at the date of the contract were ungotten.—COUNSEL. *J. R. Atkin, K.C., and L. M. Richards; J. A. Simon, K.C., and Lleufer Thomas.* SOLICITORS, *T. D. Jones & Co., for Edward Harris, Swansea; J. T. Lewis, for Andrew & Thompson, Swansea.*

[Reported by C. G. MORAN, Barrister-at-Law.]

* In the report of *Dewar v. Goodman* in last week's issue, the solicitors for the appellant were Messrs. Harold Edwards & Wynn Evans, and not Messrs. Harold Edwards & Cohn, as stated in the report.

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION, 1908-9.

NOTICE.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation all applications "which may require to be immediately or promptly heard" are to be made to the judge who for the time being shall act as Vacation Judge.

The Right Honourable Mr. Justice COLERIDGE will act as Vacation Judge from Tuesday, December 22nd, to Saturday, January 9th, 1909, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Thursday, 31st December, 1908, and Thursday, 7th January, 1909.

On days other than those when the Vacation Judge sits in chambers applications in urgent matters may be made to his lordship personally or by post.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice JOYCE and Mr. Justice EVE (Division L to R) will be open (for Vacation business only) from 10 to 2 on Thursday, December 24th; Tuesday, December 29th; Wednesday, December 30th; Thursday, December 31st, 1908; Friday, January 1st; Tuesday, January 5th; and Wednesday, January 6th, 1909.

Societies.

Society of Public Teachers of Law in England and Wales.

A large and representative meeting was held in the Council Room of the Law Society on Tuesday afternoon, to consider the advisability of forming a society to further the cause of legal education and to discuss matters affecting the work and interests of public teachers of law in England and Wales.

Professor Goudy, Regius Professor of Civil Law at Oxford, was voted to the chair, and there were present, amongst others, Professors A. V. Dicey and Holland, and Messrs. P. J. Trevelyan and W. M. Geldart (readers), of Oxford, Professors Clark and Kenny, and Mr. H. D. Hazeltine (reader), of Cambridge, Professors Sir John Macdonell Cault, and Murison, of the London University, Dr. Blake Odgers, Mr. Hugh Fraser, and Mr. J. A. Strahan (readers to the Council of Legal Education), the Principal and several members of the Law Society's teaching staff, Mr. H. C. Dowdall, of Liverpool University (Lord Mayor of Liverpool), Professor Phillips, of Leeds University,

and Professor Levi, of the University of Wales. Letters of regret and sympathy were read from Professor Vinogradoff, of Oxford, Vice-Chancellor Hopkinson and Professor Copinger, of Manchester University, and many other gentlemen.

The various speakers dwelt forcibly on the striking expansion in public legal education which had taken place during the last generation, and on the many new problems awaiting solution. It was calculated that there are considerably over 100 public teachers, and not less than 2,000 students, giving and receiving instruction in law at the present time. Stress was also laid on the novel character of the various organisations for providing educational facilities which had been established during the same period, including not only the central professional bodies, such as the Council of Legal Education and the Legal Education Committee of the Law Society, and the newer universities founded in the great provincial towns, but also the municipal machinery which had been enlisted in support of the movement, and the local professional bodies and interests. Attention was also called to the new types of law student which were making their appearance, especially the numerous class which is engaged for several hours of the day in office work, and can, therefore, only devote a limited time to the study of legal principles. Finally, the speakers dwelt with great emphasis on the advantages to be derived from occasional personal intercourse between men engaged in a common work under very diverse conditions and at widely scattered centres.

The various proposals were unanimously and cordially accepted, and the society, membership of which is open to all public teachers of law in England and Wales, may now be regarded as founded. Provision was duly made for the enrolment as honorary members, on the invitation of the committee, of gentlemen who have held similar qualifications in England and Wales, but have now ceased to do so, and of gentlemen holding or having held similar qualifications in other parts of the United Kingdom and in other countries.

The Chairman, Sir John Macdonell, Professor Copinger, Dr. Blake Odgers, Mr. Edward Jenks, Mr. Hazeltine, and Mr. Arthur Langridge were appointed a drafting committee to frame the rules of the society for presentation to the first general meeting, which is to be held in July next, and Professor Goudy, Mr. Hazeltine, and Mr. Edward Jenks were elected president, treasurer, and hon. secretary respectively for the year 1909.

A cordial vote of thanks to the Council of the Law Society for the use of the society's rooms was passed by acclamation, and the meeting ended with a vote of thanks to the chairman.

The address of the hon. secretary is 9, Old-square, Lincoln's-inn, W.C.

Law Students' Journal.

The Travers-Smith Scholarship.

At a meeting of the Council of the Law Society, held on the 11th inst., the scholarship for the year 1908 was, on the recommendation of the trustees of the late Mr. Joseph Travers-Smith, awarded to Mr. Harold Reason Pyke, who served his articles with Mr. C. C. Marriott, of London.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 15.—Chairman, Mr. S. A. Guest.—The subject for debate was: "That the case of *Re Lane* (1908, 2 Ch. 581) was wrongly decided." Mr. H. T. Thomson opened in the affirmative, Mr. H. Dolman seconded in the affirmative; Mr. G. C. Blagden opened in the negative, Mr. S. E. Shrimpton seconded in the negative. The following members continued the debate: Messrs. Pettitt, Breeze, and Kafka. The motion was carried by one vote.

Obituary.

Mr. B. Field.

Mr. Basil Field, a member of the well-known firm of Messrs. Field, Roscoe & Co., of 36, Lincoln's-inn-fields, died on Sunday last, at the age of seventy-four years. He was one of the sons of the late Mr. Edwin Field, the eminent solicitor, and was educated at the London University, where he took the degree of B.A.; was admitted in 1860 and subsequently joined his father's firm, and up to his death took an active part in its business. Although his health for many years had been more or less precarious, he was in his early days a well-known cricketer, and throughout his life was keenly interested in outdoor sport. He was an excellent shot and an ardent fisherman. Mr. Field's death was very sudden; while at the Law Society's hall on Saturday he was seized with a paralytic stroke, and only survived a few hours after removal to his home.

At the meeting of the Commission on the Land Transfer Acts last week, evidence was given by a number of witnesses who had had personal experience of dealings with land under the registration of title system. The Commission was to hold its last sitting before the Christmas recess on Thursday in this week.

Legal News.

Appointments.

Mr. HERBERT G. RASTALL, solicitor, of Salisbury House, London-wall, E.C., has been appointed a Commissioner to take Affidavits, to Examine Witnesses, and generally exercise the Office of a Commissioner for the High Court of Southern Rhodesia.

Mr. W. F. K. TAYLOR, K.C., of the Northern Circuit, and Judge of the Court of Passage, Liverpool, has been appointed by the General Council of the Bar as their Representative upon the Court of the University of Liverpool, in the place of Mr. Justice Pickford, whose term of office expires at the end of the year.

Changes in Partnerships. Dissolutions.

JOHN WYNN STANIER JONES and FRANK SILVERS WILLIAMS-THOMAS, solicitors (Jones, Barradale, & Thomas), Dudley. Sept. 30. [Gazette, Dec. 11.]

JOHN TREWAVAS and ARTHUR FREDERICK MASSEY, solicitors (Trewavas & Massey), Bradford. Dec. 9. The said John Trewavas will in future practise at 23, Cheapside, Bradford; the said Arthur Frederick Massey will in future practise at 1, Cheapside, Bradford. [Gazette, Dec. 15.]

General.

Mr. Justice Sutton has been suffering from an attack of influenza.

The Companies Consolidation Bill passed through Committee in the House of Commons on Tuesday, and was reported, with some amendments, to the House.

On the 10th inst., in the House of Commons, the following, among other Bills, were withdrawn, namely, Trawling in Prohibited Areas Prevention Bill, Contempts of Court Bill, County Courts Bill, and Licensing (Consolidation) Bill.

On Monday last, in the House of Commons, Mr. Buxton, in moving the second reading of the Post Office Savings Bank Public Trustee No. 2 Bill, explained that its object was to enable the Public Trustee to open accounts in the Post Office Savings Bank for various small estates with which he had to deal. Each estate was subject to the limit imposed on savings bank accounts. The Bill was read a second time and committed to a Committee of the whole House.

Mr. James Sheil, the London ex-magistrate, whose death was announced last week, had, says the *Evening Standard*, a keen sense of humour, and at times a remarkably bitter tongue. He was a bachelor, a keen horseman, and a lover of animals generally. Mr. Partridge sat on alternate days with Mr. Sheil for a long while, and a horse case came up before the former. The animal was brought before Mr. Partridge, who—conscious of his lack of technical knowledge—told the applicant to bring the horse next day, remarking: "Mr. Sheil is a better judge of a horse than I am." The matter was settled in the morning, but when an applicant that day wanted matrimonial advice he was told, "Come again to-morrow. Mr. Partridge is a better judge of a woman than I am."

Commenting on "The failure of American criminal law," the *Central Law Journal* calls attention to a decree of the Missouri Supreme Court in the recent case of *State v. Campbell* (210 Mo. 202), where that court held that the absence of the word "the" before the word "state" in the clause "against the peace and dignity of the state," rendered the indictment absolutely void and reversed and remanded the case for a new trial, and remarks that the case involved the crime of rape, which, next to murder, most wildly arouses the public indignation. It does not take a philosopher to determine the effect of such a decision upon the community whose sense of justice and right has been outraged by the commission of such a crime. Lawyers may follow with something of interest the fine-spun argument of the court as to the substantial significance of the article "the," which in some languages, as the Latin, is so tremendously important as not to have even an equivalent, but the general people, and even that class among them who are inclined to be thoughtful, and to think soberly, will regard the distinction sought to be made as the merest sophistry, and as trifling with the sacred rights of the people.

The Second Report of the Select Committee of the House of Commons to which the Trusts Bill was referred states that, in response to an invitation from the Attorney-General, they obtained criticisms of the Bill from several of his Majesty's judges and other legal authorities. Many of the criticisms supported apprehensions entertained by various members of the committee, in consequence of which they issued the first special report before proceeding further. In view of the criticisms they came to the conclusion that it was practically impossible to report the Bill in a form to be passed this Session. The committee directed their attention to the following questions:—(a) Whether the committee should recommend that the Bill, or a Bill for the like purpose, should be introduced in a subsequent Session; (b) whether the committee should recommend that it is expedient to make another attempt to express the law of trusts (other than statutory law) in a complete and exhaustive statutory code; and (c) whether

the committee should recommend that in the next or a subsequent Session a Bill should be introduced for consolidating and codifying such parts of the law of trusts as are the subject of statute law, or are as firmly established by judicial decision as the propositions and rules of trust law and administration, which have already been embodied in statute law. The questions (a) and (b) the committee answer in the negative, and the last question is answered in the affirmative.

Massachusetts, says the *American Law Review*, is the first of the [United] States to recognise by legislation that an adequate system of old-age annuities for wage-earners is a pressing social need. England has just turned to old-age pensions charged wholly upon general taxation, a sort of general out-door relief. Massachusetts is seeking to avoid this alternative. The aim of the recent Savings Bank Insurance and Annuity Law is to secure to her wage-earners voluntary instead of compulsory old-age insurance; to make her superannuated working men independent instead of dependent; to relieve instead of further burdening general taxation. The instrument employed to this end is the existing savings banks supplemented by numerous agencies. By the Savings Bank Insurance and Annuity Act of 1907, a permissive law, the functions of these banks are extended to the issue of annuities and life insurance in small amounts. The banks employ no solicitors, but agencies without number may be established in stores, in factories, and in other businesses, also with trade unions and other organisations through which applications for annuities and insurance may be made and premiums paid. The machinery provided by the new law, and in other businesses, which was put into practical operation in June, 1908, is such as to promote a rapid extension of the system throughout the Commonwealth. The State Actuary performs for all the banks all the expert insurance work. He determines premiums and reserves, frames the forms of policies, and prescribes the method of accounting. In like manner the State Medical Director also prescribes for all the banks the regulations relating to acceptability and health of applicants for insurance, and acts as supervising and advising physician to the local physicians of the banks.

At Manchester, on Tuesday, says the *Times*, Mr. Brierley, stipendiary magistrate, was engaged in hearing summonses taken out by the Anti-Gambling League against Mr. Edward Hulton and Messrs. Hulton & Co. (Limited), newspaper proprietors, of Manchester, for alleged offences against the Lottery Acts by conducting "Limerick" competitions in a paper called *Ideas*. The summonses were for: (1) Publishing a proposal or scheme for the sale of chances in a certain lottery not authorised by any Act of Parliament; (2) unlawfully selling chances in a certain lottery; and (3) unlawfully keeping an office at Mark-lane "to exercise," keep open, show, and expose to be played and drawn a lottery not authorised by any Act of Parliament, to wit, a lottery known as "Ideas Limericks." The summonses against Mr. Edward Hulton alleged that he aided and abetted in the commission of these offences. Counsel for the complainants produced a copy of *Ideas* for June 3 this year, and drew attention to the conditions of the competition as there set out. First of all there was the announcement:—"This week we again offer a prize of £300 for the best line, and two prizes of £50 each for the two next best lines." Sovereigns were also offered to 100 other readers "by way of consolation." The Court of Appeal, he submitted, had in terms stated that that alone constituted an advertisement of a lottery. The 100 sovereigns, they had said, might be sent arbitrarily and irrespective of whether the competitors had shown any special skill or not in sending in the last line of the "Limericks." Another paragraph of the conditions referred to the editor's decision being final and conclusive. He submitted that that again, on the authority of the Court of Appeal, constituted a lottery by the leaving of the decision as to the winners of the prizes to the arbitrary and unfettered decision of the editor. Counsel for the defence contended that a limited company could not be proceeded against, as this company was, under the Lottery Acts of 1823. Mr. Brierley held that the proceedings could not be taken against a limited company, and that the summons must be dismissed. He dismissed one summons, and agreed to state a case for a higher court on the point raised. The other summonses he adjourned during the consideration of the case stated for the higher court.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.	
Monday ...Dec. 21	Mr Theod Gresswell	Mr Synge	Mr Tindal King	Mr Beal	
Tuesday ... 22	Synge	Theod Tindal King	Bloxam	Goldschmidt	
Wednesday ... 23	Borror	Bloxam	Leach	Church	
Thursday ... 24			Farmer	Synge	
Date.	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYS.	
Monday ...Dec. 21	Mr Church	Mr Farmer	Mr Leach	Mr Gresswell	
Tuesday ... 22	Synge	Borror	Farmer	Beal	
Wednesday ... 23	Theod	Gresswell	Borror	Goldschmidt	
Thursday ... 24	Tindal King	Beal	Gresswell	Church	

The Christmas Vacation will commence on Thursday, the 24th day of December 1908, and terminate on Wednesday, the 6th day of January, 1909, both days inclusive.

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALUMINIUM CORPORATION, LIMITED—Petition for winding up, presented Dec 7, directed to be heard Jan 13. Robt. Temple chambers, Temple av, solicitors for the petitioners. No notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

EGYPTIAN MAIL STEAMSHIP CO., LIMITED—Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to Edward Dexter, 31, Ironmonger Lane, liquidator.

FABRIC RAILWAY GUIDE, LIMITED—Creditors are required, on or before Jan 13, to send their names and addresses, and particulars of their debts or claims, to William Barton, 8, Laurence Pountney Hill, Edwards & Co, Eastcheap, solicitors for the liquidator.

R. P. KESSEAW & CO., LIMITED—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to John Septimus Bowler, 78, King St, Manchester. Books, Manchester, solicitors for the liquidator.

TALBOT HERBERT REMEDIES CO., LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and particulars of their debts or claims, to Charles Lucas, Boston, liquidator.

THOMAS FLINT & SONS, LIMITED—Petition for winding up, presented Dec 10, directed to be heard at the Assize Courts, Strangeways, Manchester, Dec 21 at 11.30, Pickstone & Jones, Radcliffe, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Dec 19.

London Gazette.—TUESDAY, Dec. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EXCELSIOR COOKED MEATS AND PROVISION CO., LIMITED—Creditors are required, on or before Jan 23, to send their names and addresses, and particulars of their debts or claims, to William Henry Jackson, 35, Bersitt St, Liverpool, liquidator.

EXCELSIOR WORKS, COVENTRY, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William Henry Carson, High St chambers, Coventry, Martin, Coventry, solicitor for liquidator.

GRAVILL TERRACES (No 2), LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to John Roark, 24, Guildhall St, Preston, liquidator.

JOHN LANGFELD & CO., LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Alfred Burgess, 4, Chapel Walk, Manchester. Goultry & Goodfellow, Manchester, solicitors for liquidator.

LONDON HILMAN COASTAL CARS, LIMITED (IN LIQUIDATION)—Creditors are requested, before Dec 31, to send particulars of their debts to Horace J. Vetch, King's House, King St, Cheapside, liquidator.

MACHINERY TRUST, LIMITED (IN VOLUNTARY LIQUIDATION FOR THE PURPOSE OF AMALGAMATION WITH THE LINOTYPE CO., LIMITED)—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Edwin Lewis Coote, 188, Fleet St, Minst & Co, St Helen's Pl, solicitor for liquidator. Notice—The whole of the liabilities of the said Machinery Trust Limited, of which the liquidator is aware, have been duly discharged; and the above is inserted formally for the protection of the liquidator.

MERTHAM ALBURY FARM, LIMITED—Petition for winding up, presented Dec 7, directed to be heard at the County Court, Croydon, on Jan 13 at 10.30. Bilney, Temple chambers, Temple av, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

NUMBER 2 BOAR'S HEAD HOTEL MUTUAL INVESTMENT SOCIETY, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to John Robert Horrold, 101, Plantation St, Accrington, liquidator.

SOUTH AFRICAN ROAD TRANSPORT CO., LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to Harry Victor Askham, 57, Chiswell St, liquidator.

The Property Mart.

Forthcoming Auction Sales.

Jan. 19.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground-Rents and advertisement, back page, this week).

Results of Sales.

REVERSIONS, POLICIES, &c.

Messrs. H. E. FOSTER & CAMPBELL held their usual Fortnightly Sale (No. 873) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £14,730:—

REVERSION TO £408, also Policy for £450	Sold	245
ABSOLUTE REVERSIONS:		
To £2,847 15s.	1,035	
To £1,098 14s.	455	
To £11,280 13s. 4d.	5,900	
To £2,753	1,900	
To £747 5s.	810	
To about £2,000	1,150	
To £1,300	630	
POLICY OF ASSURANCE:		
For £5,000	2,580	
For £1,000	265	

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 11.

EVANS, MARIA, Ben Jonson rd, Stepney Jan 1 Trattle v Evans, Neville, J Lumb, Bedford sq

GRAY, ELISA MARIA, Eastbourne April 10 Page and Pagan v Attorney-General, Warrington and Parker, JJ Deacon & Co, St St Helena

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 4.

ATKINSON, CHARLES CALED, Upper Parkstone, Dorset Jan 11 Clarke & Co, John St, Bedford row

BAXTER, ANN HARRIST, Workshop, Notts Jan 9 J S & C A Whall, Workshop

BROOKFIELD, ELIZABETH, East Chelborough, Dorset Dec 31 Watts & Co, Yeovil

BERNARD, FANNY WESTON, Offham Farm, nr Arundel Jan 7 Hubbard & Co, Cannon at

BLOOD, ROBERT WILLIAM, Edgbaston, Birmingham Jan 7 Walford, Birmingham

BOARDMAN, JOHN HOFWOOD, Manchester, Solicitor Jan 11 Boardman & Barritt, Manchester

BRADFORD, THOMAS, Leamington Dec 23 Wright & Co, Leamington

BRADING, HENRY, Hoxton, Licensed Victualler Jan 11 Harris & Co, Finsbury sq

BROOKS, ARTHUR, Birtown in Furness, Licensed Victualler Jan 5 Townsend, Birtown in Furness

BROOMAN, WILLIAM, Grammore rd, Muswell Hill Jan 1 Regge & Ackroyd, Finsbury circus

CARR, FLORENCE ANN, Sidmouth Jan 2 Crowders & Co, Lincoln's inn fields

CORDER, FREDERIC, Ipswich, Linen Draper Dec 31 Josselyn & Sons, Ipswich

DAVIDSON, MART CHRISTIAN, Southport Jan 1 Radcliffe & Higgins, Blackburn

DAVIS, HERBERT, Scarborough, Architect Dec 25 Wilson, Bow St, Covent garden

ELGWOOD, JOHN EGBERT, British Columbia, Canada, Rancher Jan 19 Harvey & Clarke, Leicester

ELLISON, WILLIAM, Blackburn, Broker Dec 23 Remison, Blackburn

FINNEY, WALTER, Longsight, Manchester, Innkeeper Dec 18 Hookin & Co, Manchester

GOOD, ROBERT, Croydon Dec 31 Hogan & Hughes, Arthur at West, London Bridge

GORDON, HAMILTON WINKUP, Bournemouth Jan 20 Andrew & Co, Great James st, Bedford row

GRAY, CHARLES HERBERT, Maids vale, Colliery Agent Jan 5 Ince & Co, Fenchurch st

HARTER, JOHN, Sproghton, Suffolk, Farmer Dec 31 Josselyn & Sons, Ipswich

HAWOOD, ELIZ ROSE, Paris Jan 21 Fooks, Carey st, Lincoln's inn

HAWTHORNE, AMELIA EDEBERT, Settignano, Florence, Italy Jan 20 Andrew & Co, Great James st, Bedford row

HILLEN, CATHERINE JANE, Woodbridge, Suffolk Jan 15 Groes, Woodbridge

HOLBOYD, FANNY MARY, Ripe, Sussex Feb 1 Lewis & Holman, Lewes

HONE, WILLIAM, Chobham, Surrey, Farmer Jan 9 Barton, Woking

HORNBY, MARY ANNE ELIZABETH, Walthamstow Dec 30 Houghton & Son, Finsbury pavement

HUGHES, JAMES BRINKLEY, Macclesfield Jan 1 Mair & Co, Macclesfield

HUNT, MARY ANNE, Brighton Dec 30 Godfree & Godfree, Brighton

HUTTON, GEORGE, Sunderland Jan 14 Priestly, Sunderland

JAMES, THOMAS, Clifton, Bristol Feb 1 Tozer & De'l, Teignmouth

JONES, CHARLES, Newport, Mon, Licensed Victualler Jan 1 Dauncey & Sons, Newport, Mon

JONES, ROBERT LIEWELLYN, Rhyl, Flint, Timber Merchant Jan 7 Bromley & Co, Rhyl

JUGGINS, THOMAS, Wallington Jan 12 Rowland & Hutchinson, Croydon

LING, WILLIAM JAMES, Gloucester cres, Regent's Park Jan 20 Andrew & Co, Great James st, Bedford row

LAMBERT, EDWARD TILLY, Battle, Sussex Feb 1 Harwood & Pusey, Cannon at

LANDON, AGNES, Brixton Jan 20 Andrew & Co, Great James st, Bedford row

LEA, JOHN EDWARD, Bispham, nr Ormskirk, Farm Labourer Jan 2 Clarke & Son, Preston

LOWE, EDWARD, Monkseaton, Northumberland Dec 23 Dickinson & Co, Newcastle upon Tyne

MAKINSON, MARY ANN, Leigh, Lancs Dec 31 Marsh & Co, Leigh, Lancs

MANLEY, WILLIAM, Croydon Jan 7 Potter & Co, Queen Victoria st

MESSENGER, EMILY JANE, Sandwich Jan 5 Fielding & Cloke, Sandwich

MIDDLETON, JOSEPH LAW, Walbrook Jan 15 W H & A G Herbert, Cork st, Burlington gds

NEWSTAD, THOMAS HENRY, Chigwell, Essex, Omnibus Proprietor Jan 7 Hubbard & Co, Cannon at

OWEN, SARAH MARIA, Lichfield, Staffs Jan 14 Birch & Birch, Lichfield

PEARSON, CHARLES SAMUEL, Malpas, Chester Jan 20 Andrew & Co, Great James st, Bedford row

PEARSON, FANNY, Hartlepool Jan 8 Edgar, Hartlepool

PEARSON, ISAAC, Offerton, Stockport Dec 22 Johnson, Stockport

PERRIN, JAMES LAWES, Cotham, Bristol Jan 1 Laxton, Bristol

PHIPPS, SAMUEL, Gloucester Jan 6 Thomas, Cheltenham

RAWLE, CHARLES, Spaxton, Somerset, Yeoman Dec 31 Reed & Reed, Bridgewater

REEKIE, DAVID, Mortimer rd, Kingsland Jan 7 Freeman & Son, Bedford row

SADLER, JAMES, Burslem, Staffs, Jet Manufacturer Dec 31 Wain & Harris, Burslem

SALTHOUSE, JAMES, Thornton le Fylde, Lancs, Farmer Dec 31 Finch & Co, Blackpool

SCHOLFIELD, JOHN, Thornhill, Yorks, Joiner Jan 9 Haigh & Co, Dewsbury

SEWELL, MARGARET ELIZA, Dorking Jan 15 Stilbard & Co, Leadenhall st

SIBLEY, THOMAS, Ickburgh rd, Upper Clapton, Ganger Jan 5 Whittington & Co, Bishopsgate at Without

SIDEBOTTOM, WILLIAM ROBY, Wilmslow, Chester, Cotton Spinner Dec 31 Vaudrey & Co, Manchester

STANFIELD, WILLIAM, Midgley, nr Halifax Jan 14 Longbotham & Sons, Halifax

STODEN, SAMUEL, Crouch End, Hove Jan 1 Wilson & Son, Basinghall st

SWANLEY, DAVID, Hulme, Manchester, Innkeeper Jan 10 Higgins & Co, Manchester

THOMAS, JOSEPH, Nailsea, Somerset, Yeoman Dec 31 Green-Armstrong, Bristol

THOMAS, THOMAS EDWARD, The Avenue, Kew Gardens Jan 8 Phillips, Edgware rd

THORNTWHAITE, WILLIAM HENRY EMILION, Crawley, Sussex Jan 3 Stevens & Co, Bedford row

TOLLER, FRANCIS HOLFORD, Herne Bay Dec 26 Toller & Sons, Goddeman st

VARNET, THOMAS, Clarence rd, Clapton Jan 4 Phillips & Cooper, Gresham house

WALKER, MARY, Tunbridge Wells Jan 2 Crowders & Co, Lincoln's inn fields

WILLIS, EDWARD PAUDENTIUS, Greenwich, Barrister at Law Jan 3 Barrow, Lincoln's inn 5-6

WILLIAMS, OWEN JOHN, St Asaph, Flint Jan 11 Soames & Co, Norfolk st, Strand

YATES, MARY BATYLS MELHUIS, Halewood, Lancs Jan 16 Burton, Liverpool

London Gazette.—TUESDAY, Dec. 8.

ALLEN, JOSEPH HENRY BAUGH, Cambridge terr, Hyde Park Jan 5 Hore & Co, Lincoln's inn fields

COLLIER, THOMAS ARTHUR, Hove, Sussex Dec 31 Tringham, Hove

CORNER, MARY HANNAH, Frinton on Sea, Essex Dec 23 Gregson, Surrey st, Strand

DAVIS, CHARLES WILLIAM, Claygate, Surrey, Iron Founder Jan 13 Allen & Co, Eastcheap

ELLIS, WILLIAM, Ousford, Devon Dec 31 Spares & Co Crediton

FAIRBANK, JOSEPH, Pudsey, Yorks, Insurance Inspector Jan 9 Fairbank, Hornforth, Leeds

FAWCETT, THOMAS GIBSON, Yarm, Yorks, Land Agent Jan 31 Faber & Co, Stockton on Tyne

FINLAY, ELIZABETH ANN, Newcastle upon Tyne Dec 31 Chartres & Youll, Newcastle upon Tyne

FINLAY, EVELYN, son, Newcastle upon Tyne Dec 31 Chartres & Youll, Newcastle upon Tyne

GALE, ANN SANDERSON, Bishop's Stortford Dec 21 Nesbit & Co, Lincoln's inn fields

GAWLEY, WILLIAM, Sheffield Dec 24 Smith & Co, Sheffield

GOAD, FREDERICK LAWSON, Southfields, Surrey Jan 8 Parish & Hickson, Laurence Pountney Hill

GRIEHL, SUSANNA YEATHERED, East Dereham, Norfolk Jan 7 Mason, Bournemouth

GRANHAM, ISABELLA EMELINE, Herne Bay Jan 30 Huxley, Lincoln's inn fields

GROENBERG, SARAH ELIZABETH, Brighton Jan 4 Cockburn & Son, Brighton

HOLLEY, CHARLES, Crookland Moor, Ruddersfield, Greenrover Dec 22 Turner, Huddersfield

HOWARD, ANN, Turbury Jan 4 Snow & Co, 61 St Thomas Apostle, Queen st
 HUBBARD, DAVID JOHN, Eltham rd, Lee, Solicitor Jan 13 Hubbard & Co, Cannon st
 JESSUP, GEORGE, Leicester Jan 31 Salisbury & Woodhouse, Leicester
 KERR, JAMES, Stanton Drew, nr Pensford, Somerset, Yeoman Jan 9 Mutton, Bristol
 KING, MARY HANNAH, Kilmaisham, Ireland Jan 19 Robins & Co, Lincoln's inn fields
 LAWRENCE, THOMAS, Haccobury, Lincs Jan 4 Smith & Co, Horbling, Fellingham
 LOCKWOOD, JOSEPH, Lupton, Yorks, Farmer Dec 23 Turner, Huddersfield
 MICKLELLA, EDWARD EMANUEL, Princes gate Jan 30 Parker & Co, St Michael's Rectory, Cornhill
 MITCHELL, WILLIAM HENRY, Old Change, Warehouseman Dec 31 Waller & Co, Coleman st
 MORRIS, RACHEL, Canons, Jan 31 Johnson & Co, Birmingham
 PARKER, WILLIAM, Edgbaston, Birmingham Jan 22 Pointon & Everard, Birmingham
 PRACOCK, JOHN, Nottingham Dec 23 Saywell, Nottingham
 RAMSHAW, MARTHA, Percy Main, Northumberland Jan 5 Brown & Holliday, North Shields
 RAMSHAW, RALPH, Percy Main, Northumberland, Shipowner Jan 5 Brown & Holliday, North Shields

REID, JOHN ERASMUS, Basinghall st, General Merchant Jan 8 Russell & Sons, Coleman st
 SELBY, GEORGE DONALDSON, Redlands Park, Bristol Dec 25 Gregson, Surrey st, Strand
 SIMONS, RACHEL REBECCA, Prestwich, nr Manchester Jan 9 Norton & Howe, Manchester
 SMITH, GORDON SIDNEY RICHARD, South Benfleet, Essex, Surgeon Jan 20 Andrew & Co, Great James st, Bedford row
 SMITH, JAMES, Royal Hospital, Chelsea March 25 Charles Arthur Cohen, c.o. Chesham, Finsbury sq
 SMITH, JANE ANN, Eltham, Kent Jan 9 A R & H Steele, College hill
 STREED, ELIZA, Redland, Bristol Jan 10 Evans & Co, Bristol
 TODD, MARY, Washington, Durham Dec 31 Charles & Youll, Newcastle upon Tyne
 TOMLINSON, ANNE, Thane villa, Holloway Jan 9 Pumphrey & Son, Paternoster row
 TURTON, MARY, Leeds Jan 5 Clarke & Whittington, Leeds
 WATTS, WILLIAM HUSON, Fitzjohn's av, Hampstead Jan 4 Winterbotham, Frederick's pl, Old Jewry
 WILLIAMS, WILLIAM GWILLYM, Ebbw Vale, Mon, Commission Agent Jan 10 Dauncey & Son, Tredegar, Mon
 WHIGGLESWORTH, EDWARD, Moldgreen, Huddersfield Dec 26 Booth, Huddersfield

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 11.

RECEIVING ORDERS.

ABRAHAM, ALBERT GEORGE, Pembroke, Baker Pembroke Dock Pet Dec 8 Ord Dec 8
 ABRAHAM, MAURICE VICTOR, Fore at High Court Pet Nov 20 Ord Dec 8
 BADDELEY, HENRY, Bridgnorth, Grocer Madeley Pet Dec 8 Ord Dec 8
 BALLAN, HARRIS, Bedford sq, Whitechapel, Timber Merchant High Court Pet Nov 16 Ord Dec 8
 BALLARD, FRANK, Long Eaton, Derby, Architect Derby and Long Eaton Pet Nov 21 Ord Dec 8
 BARKER, REGINALD ASTLEY, Great Winchester st, Financier High Court Pet Oct 21 Ord Dec 8
 BERT, JAMES, Worsborough Dale, nr Barnsley, Farmer Barnsley Pet Dec 9 Ord Dec 9
 BILLINGHAM, FRANK THOMAS, Aston, nr Birmingham, Grocer Birmingham Pet Dec 7 Ord Dec 7
 BRADLEY, ALBERT EDWARD, Scarborough, Accountant Scarborough Pet Nov 26 Ord Dec 7
 BRET, JAMES, West Harrogate, Glass Dealer Sunderland Pet Dec 7 Ord Dec 7
 BROWNE, BAYAN, jun, Clothorpes, Grocer Great Grimsby Pet Dec 7 Ord Dec 7
 BUDDEN, WILLIAM FREDERICK FALL, Upper Parkstone, Dorset, Labourer Poole Pet Dec 9 Ord Dec 9
 CAMACHO, ABEL, Elham rd, Kensington, Merchant High Court Pet Oct 22 Ord Dec 8
 CAROZZI, JOSEPH, Leadenhall st High Court Pet Nov 20 Ord Dec 8
 CLIMPSON, T. & SONS, Featherstone st, City rd High Court Pet Nov 21 Ord Dec 7
 CROCKER & Co, Cooper's rd, Old Kent rd, Shopkeepers and Decorators High Court Pet Oct 19 Ord Dec 8
 CUBLEY, HENRY HADFIELD, Matlock Bath, Derby, Artist Derby Pet Dec 9 Ord Dec 9
 DANIEL, RONALD ANGEUS DALRYMPLE, Suffolk, Doctor Great Yarmouth Pet Nov 23 Ord Dec 9
 DENNICK, ALBERT EDWARD, Cleveland, Somerset, Coal Merchant Bristol Pet Dec 8 Ord Dec 8
 DOLY, THOMAS SEYMOUR MARSHALL, Heath Town, Wolverhampton, House Painter Wolverhampton Pet Dec 8 Ord Dec 8
 FAULSTICH, KARL MICHAEL, Chippingham rd, Harrow rd, Baker High Court Pet Dec 9 Ord Dec 9
 FIRMAGE, GEORGE EDWARD, Watford, Grocer St Albans Pet Dec 8 Ord Dec 8
 GARNICK, FRANK SCHNEHL, Cheltenham, Tailor Cheltenham Pet Dec 8 Ord Dec 8
 GAUNT, ALFRED, Bradford, Mechanic Bradford Pet Dec 9 Ord Dec 9
 GRAFTON, ARTHUR, Workop, Notts, Bootmaker Sheffield Pet Dec 7 Ord Dec 7
 HALL, RICHARD PORTER, and FRANK HALL, Keswick, Cumberland, Builders Cockermouth Pet Dec 7 Ord Nov 19
 HAWER, CHARLES HANLEY, Cricklade, Wilts, Machinist Swindon Pet Dec 9 Ord Dec 9
 HILL, CHARLES, Cardiff, Furnisher Aberdare Pet Dec 9 Ord Dec 9
 HINDSON, WILLIAM, Southwale, nr Carlisle, Farmer Carlisle Pet Dec 9 Ord Dec 9

HIRST, HENRY, Wyke, Yorks, Wire Drawer Bradford Pet Dec 8 Ord Dec 8
 HUDSON, FLORENCE AGNES, Huddersfield Huddersfield Pet Dec 9 Ord Dec 9
 JONES, JOHN ROBERT, Bethesda, Boot Maker Bangor Pet Dec 1 Ord Dec 7
 LINES, CHARLES BALCHUS, Stone Cross, Penkridge, Staffs, Grocer Stafford Pet Dec 3 Ord Dec 8
 LEONARD, CHARLES, Birmingham, Gun Action Filer Birmingham Pet Dec 7 Ord Dec 7
 LEVIN, HARRY, Tredegar, Mon, Colliery Timberman Tredegar Pet Dec 9 Ord Dec 9
 MARTIN, ERNEST, Humberstone, Leicester, Cabinet Maker Leicester Pet Nov 14 Ord Dec 9
 MATOOCK, JOHN, Wisbech St Peter, Isle of Ely, Cambridge, Grocer King's Lynn Pet Dec 7 Ord Dec 7
 MOSTHORN, CHARLES, Woolwich, Builder Greenwich Pet Nov 18 Ord Dec 8
 PAGE, WILLIAM EDWARD, Ilford, Essex, Florist Chelmsford Pet Dec 7 Ord Dec 7
 PRICE, RICHARD, Bradford, Mason Bradford Pet Dec 7 Ord Dec 7
 PYE, JOHN, Levenshulme, Manchester, Coal Merchant Manchester Pet Dec 9 Ord Dec 9
 REDHOUSE, LEWIS, Barking rd, Caning Town, Hosier High Court Pet Nov 19 Ord Dec 9
 REILLY, WILLIAM, Hightown, Congleton, Chester, Travelling Draper Macclesfield Pet Dec 7 Ord Dec 7
 SANDS, BENJAMIN, Nottingham, Hosiery Manufacturer Nottingham Pet Dec 3 Ord Dec 7
 SAYWOOD, HENRY, Wotton under Edge, Glos, Grocer Gloucester Pet Dec 4 Ord Dec 4
 SCARBOROUGH, HERMAN, Upper Westgate, Allerton, Bradford, Quarry Owner Bradford Pet Dec 9 Ord Dec 9
 SEXTON, ARCHIBALD, West Bergholt, Essex, Builder Colchester Pet Dec 7 Ord Dec 7
 SHAW, JOSEPH, Eccles, Lancs, Hatter Salford Pet Nov 26 Ord Dec 8
 SIMMONS, WALTER ALFRED, Penford, Somerset, Butcher Wells Pet Dec 9 Ord Dec 8
 SMITH, STEPHEN, and ALBERT LOWDALE WOOD, Sheffield, Book Makers Sheffield Pet Dec 8 Ord Dec 8
 TAYLOR, CORNELIUS, Eastington, Castle Eden, 80, Durham, Grocer Sunderland Pet Dec 7 Ord Dec 7
 THOMAS, SAMUEL, Birkenhead, Photographer's Assistant Birkenhead Pet Dec 8 Ord Dec 8
 THOMASSON, EILEEN BEATRICE, Cardiff, Printer Cardiff Pet Nov 18 Ord Dec 7
 TREHARNE, WILLIAM, Maesteg, Collier Cardiff Pet Dec 8 Ord Dec 8
 TULLOCH-GAIR, GERTRUDE FLORENCE, Hove, Sussex, Proprietress of a Nursing Home Brighton Pet Dec 8 Ord Dec 8
 VAUGHAN, DAVID JOHN, Tredegar, Builder Tredegar Pet Dec 8 Ord Dec 8
 VEEVERS, ROBERT, Myerscough, nr Preston, Farmer Preston Pet Dec 8 Ord Dec 8
 VESTRY, ROBERT FORTNER, Lowest Edmonton, Linotype Operator Edmonton Pet Dec 5 Ord Dec 8
 WEATHERLEY, HENRY, Rushall, Tunbridge Wells, Baker Tunbridge Wells Pet Dec 8 Ord Dec 8
 WELCH, JOSEPH, Manchester, Job Master Manchester Pet Dec 8 Ord Dec 8

RECEIVING ORDER RESCINDED.

BARNETT, FRANCIS SAMUEL, Liverpool, Secretary Liverpool Rec Ord Aug 5 Res Dec 7

FIRST MEETINGS.

ABBOTT, JOHN, Salford, Grocer Dec 19 at 11 Off Rec, Byrom st, Manchester
 ABRAHAM, MAURICE VICTOR, Fore at Dec 22 at 11 Bankruptcy bldg, Carey st
 BADDELEY, HENRY, Bridgnorth, Grocer Dec 19 at 12.45 Off Rec, 22, Swan hall, Shrewsbury
 BALLAN, HARRIS, Bedford sq, Whitechapel, Timber Merchant Dec 22 at 12 Bankruptcy bldg, Carey st
 BARKER, REGINALD ASTLEY, Great Winchester st, Financier Dec 23 at 1 Bankruptcy bldg, Carey st
 BERT, EDWARD, Mount Pleasant, Fordon, Montgomery, Farmer Jan 14 at 10.30 1, High st, Newtown
 BILLINGHAM, FRANK THOMAS, Aston, nr Birmingham, Grocer Dec 23 at 11.30 191, Corporation st, Birmingham
 BOWYER, WILLIAM GEORGE, Bridgwater Dec 22 at 2 10, Hammett st, Taunton
 BUDDEN, WILLIAM FREDERICK FALL, Upper Parkstone, Dorset, Labourer Dec 19 at 11.30 Off Rec, Midland Bank chmbrs, High st, Southampton
 CAMACHO, ABEL, Elham rd, Kensington, South American Merchant Dec 23 at 12 Bankruptcy bldg, Carey st
 CAROZZI, JOSEPH, Leadenhall st Dec 23 at 2.30 Bankruptcy bldg, Carey st
 CAVILL, RICHARD, Stockport, Warehouseman Dec 23 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
 CLIMPSON, T. & SONS, Featherstone st, City rd Dec 21 at 1 Bankruptcy bldg, Carey st
 CROCKER & Co, Cooper's rd, Old Kent rd, Shopkeepers Dec 22 at 1 Bankruptcy bldg, Carey st
 CROKER, JAMES, Whaplode Fen, Lincs, Farmer Dec 19 at 12.30 Off Rec, 8, King st, Norwich
 CURTIS, HENRY, Kingston upon Hull, Platelayer Dec 19 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
 ELLIOTT, GEORGE, King William st, Company Promoter Dec 21 at 12 Bankruptcy bldg, Carey st
 EVANS, FREDERICK GLANVILLE, Tarrydall, Carmarthen, Coach Builder Dec 19 at 12.15 Off Rec, 4, Queen st, Carmarthen
 FARNDRELL, JOSEPH PERCY, Chelmsford Jan 6 at 2.30 Shirehall, Chelmsford
 GAUNT, ALFRED, Bradford, Mechanic Dec 22 at 12 Off Rec, 12, Duke st, Bradford
 GOODING, CHARLES ALFRED, Romford rd, Manor Park, Essex, Estate Agent Dec 31 at 2.30 Bankruptcy bldg, Carey st
 HANER, ALBERT, Mossley, Yorks, Carter Dec 22 at 11 Off Rec, Grovesend, Oldham
 HARVEY, FREDERICK JAMES HENRY, Birmingham, Baker Dec 22 at 12 191, Corporation st, Birmingham
 HILL, RICHARD, Sherborne, Carriage Builder Dec 22 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
 HIRST, HENRY, Wyke, Yorks, Wire Drawer Dec 21 at 12 Off Rec, 12, Duke st, Bradford
 HOLLAND, GEORGE, Worth, nr Sandwich, Club Steward Dec 19 at 10.30 Off Rec, 68A, Castle st, Canterbury
 HUGHES, GEORGE, Aberglie, Denbigh, Hotel Keeper Dec 21 at 12 Crypt chmbrs, Eastgate row, Chester
 HUGHES, JOSEPH, Locomotive, Hereford Dec 19 at 12 2, Off st, Hereford
 KIMBLEFIELD, ANNE, Strangeways, Manchester, Cap Peak Manufacturer Dec 19 at 11.30 Off Rec, Byrom st, Manchester
 LAWRENCE, WALTER, Beeston, Notts, Bootmaker Dec 19 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.
 ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

FIRE INSURANCE.

CHRISTMAS RENEWALS.



THE LEGAL INSURANCE COMPANY, LTD.

231/232, STRAND, LONDON, W.C.

Capital, £1,000,000.

Subscribed Capital, £500,000.

TRUSTEES

THE HON. MR. JUSTICE CHANNELL.
THE HON. MR. JUSTICE BARGRAVE DEANE.
THE HON. ALFRED E. GATHORNE-HARDY.

DIRECTORS.

J. FIELD BEALE, Solicitor, Chairman.
J. FARIE ANDERSON, Solicitor.
HAROLD G. BROWN, Solicitor.
JOHN S. FOLLETT, J.P., Barrister-at-Law.
GEOFFREY M. GATHORNE-HARDY, Barrister-at-Law.
OSCAR GRAY, Solicitor.
J. W. HILLS, M.P., Solicitor.
JOHN C. HOLMES, Solicitor.
H. CHAUNCEY MASTERMAN, Solicitor.

PHILIP MORRELL, M.P., Solicitor.
LEWIS M. RICHARDS, J.P., Barrister-at-Law.
Hon. CHARLES RUSSELL, Solicitor.
EDWARD HARROW RYDE, Solicitor.
H. A. SANDERS, Solicitor.
FRANCIS J. WELD, Solicitor.
BASIL H. WILKINSON, Solicitor.
A. T. WILLIAMS, Solicitor.

PROFIT-SHARING POLICIES.

THE PERFECT SYSTEM OF FIRE INSURANCE.

Write for particulars.

HENRY M. LOW, General Manager.

LYTH, JOHN WILLIAM, Dog Hill Farm, Portrack, Stockton on Tees, Carter Dec 21 at 11.30 Off Rec, Court chambers, Albert rd, Middlebrough
MORRIS, ALEXANDER JOHN, Birmingham, Grocer Dec 22 a 11.30 191, Corporation st, Birmingham
MORTIMER, CHARLES, Woolwich, Builder Dec 22 at 12 132, York rd, Westminster Bridge
PAINTER, HENRY WILKINS, Lower Swell, Glos, Baker Dec 19 at 3.45 County Court bldg, Cheltenham
PARKINSON, WALTER SMITH, Great Grimby, Fish Merchant Dec 19 at 11 Off Rec, St Mary's chambers, Great Grimby
PARSONAGE, ALBERT EDWARD, South Haling, Builder Dec 21 at 12 14, Bedford row
PHEO, RICHARD, Bradford, Mason Dec 21 at 11 Off Rec, 12, Duke st, Bradford
SANWAT, WILLIAM JOHN, High st, Aston, Coal Merchant Dec 21 at 3 14, Belf rd row
SATWOOD, HENRY, Wotton under Edge, Glos, Grocer Dec 19 at 12 Off Rec, Station rd, Gloucester
SCARBROUGH, HERMAN, Upper Westgate, Allerton, Bradford, Quarry Owner Dec 22 at 11 Off Rec, 12, Duke st, Bradford
TOOLEY, JOHN WILLIAM, Kingston upon Hull, Watch maker Dec 19 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
VETRY, ROBERT FORSTER, New rd, Lower Edmonton, Linotype Operator Dec 22 at 3 14, Bedford row
WARD, HENRY, Eastney, Portsmouth, Bootmaker Dec 21 at 3 Off Rec, Cambridge junco, High st, Portsmouth
WHITE, WALTER CHARLES HENRY, Oxford, Hairdresser Dec 19 at 12 1, St. Aldates, Oxford
WIKHURST, HENRY JAMES, Blundellands, nr Liverpool, Engineer Dec 21 at 2.30 Off Rec, 35, Victoria st, Liverpool
YEMAN, WILLIAM THOMAS, Batson, nr Salcombe, Devon, Painter Dec 22 at 11 7, Buckland ter, Plymouth

ADJUDICATIONS.

ABRAHAM, MAURICE VICTOR, Fore st High Court Pet Nov 20 Ord Dec 9
ANDREWS, GEORGE GEORGE, Church st, Twickenham, Chemist Brentford Pet Nov 3 Ord Dec 5
BADDLEY, HENRY, Bridgworth, Grocer Madeley Pet Dec 8 Ord Dec 8
BERRY, JAMES, Lowden Farm, Worsborough Dale, nr Barnsley, Farmer Barnsley Pet Dec 9 Ord Dec 9
BILLINGHAM, FRANK THOMAS, Aston, nr Birmingham, Grocer Birmingham Pet Dec 7 Ord Dec 7
BENT, JAMES, West Hartlepool, Glass Dealer Sunderland Pet Dec 7 Ord Dec 7
BOWRING, BRYAN, jun, Cloesthorpe, Grocer Great Grimby Pet Dec 7 Ord Dec 7
BUDDER, WILLIAM FREDERICK FALL, Upper Parkstone, Dorset, Labourer Poole Pet Dec 9 Ord Dec 9
CARSON, ARTHUR, St James' ter, Paddington, Manufacturer's Agent High Court Pet July 30 Ord Dec 5

DOLEY, THOMAS BERNARD MANSELL, Heath Town, Wolverhampton, House Painter Wolverhampton Pet Dec 8 Ord Dec 8
FAULSTON, KARL MICHAEL, Chippenham rd, Harrow rd, Baker High Court Pet Dec 9 Ord Dec 9
FIRNAGE, GEORGE EDWARD, Watford, Herts, Grocer St Albans Pet Dec 5 Ord Dec 5
FELLOWES, L.C. Brighton, Stockbroker's Manager Brighton Pet Dec 8 Ord Dec 8
GAUNT, ALFRED, Bradford, Mechanic Bradford Pet Dec 9 Ord Dec 9
GRAFTON, ARTHUR, Workop, Notts, Boot Maker Sheffield Pet Dec 7 Ord Dec 7
HAWER, CHARLES HAMBLYN, Criclake, Wilts, Machinist Swindon Pet Dec 9 Ord Dec 9
HILL, CHARLES, Cardiff, Furnisher Aberdare Pet Dec 9 Ord Dec 9
HINDSON, WILLIAM, Southwaite, nr Carlisle, Farmer Carlisle Pet Dec 9 Ord Dec 9
HIRST, HENRY, Wyke, Yorks, Wire Drawer Bradford Pet Dec 8 Ord Dec 8
HUDSON, FLORENCE AGNES, Huddersfield Huddersfield Pet Dec 9 Ord Dec 9
KIMFIELD, ANNIE, Strangeways, Manchester, Cap Peak Manufacturer Manchester Pet Nov 13 Ord Dec 7
LEVIN, HARRY, Tredegar, Mon, Colliery Timberman Tredegar Pet Dec 9 Ord Dec 9
MATTOCKS, SAMUEL GEORGE, Stockland, Devon, Farmer Exeter Pet Nov 30 Ord Dec 7
MAYCOCK, JOHN, Wisbech St, Peter, Isle of Ely, Cambridge, Grocer King's Lynn Pet Dec 7 Ord Dec 7
NORGATE, CHARLES EDWARD, Newport, Salop, Printer Stafford Pet Nov 16 Ord Dec 3
PAGE, WILLIAM EDWARD, Ilford, Florist Chelmsford Pet Dec 7 Ord Dec 7
POORE, RICHARD WILLIAM, Cranleigh, Coachbuilder Guildford Pet Nov 18 Ord Dec 4
PRICE, RICHARD, Bradford, Mason Bradford Pet Dec 7 Ord Dec 7
PYE, JOHN, Levenshulme, Manchester, Coal Merchant Manchester Pet Dec 9 Ord Dec 9
REILLY, WILLIAM, Congleton, Chester, Travelling Draper Macclesfield Pet Dec 7 Ord Dec 7
RICHARDS, THOMAS, Weston super Mare, Somerset, Builder Bridgwater Pet Nov 14 Ord Dec 9
SARDE, BENJAMIN, Nottingham, Hosiery Manufacturer Nottingham Pet Dec 3 Ord Dec 8
SATWOOD, HENRY, Wotton under Edge, Glos, Grocer Gloucester Pet Dec 4 Ord Dec 4
SCARBROUGH, HERMAN, Upper Westgate, Allerton, Bradford, Quarry Owner Bradford Pet Dec 9 Ord Dec 9
SEELY, FRANK ANTHONY SMITH, Wyke Regis, Dorset, Builder Dorchester Pet Nov 18 Ord Dec 9
SIXTON, ARCHIBALD, West Bergholt, Essex, Builder Colchester Pet Dec 7 Ord Dec 7
SIMMONS, WALTER ALFRED, Pensford, Somerset, Butcher Wells Pet Dec 8 Ord Dec 8

SMITH, STEPHEN, and ALBERT LONSDALE WOOD, Sheffield Boot Makers Sheffield Pet Dec 8 Ord Dec 8
STOCKLEY, ERNEST EDGAR, High st, Borough, Victualler High Court Pet Oct 23 Ord Dec 9
TAYLOR, CORNELIUS, Eastington, Castle Eden, SO, Durham, Grocer Sunderland Pet Dec 7 Ord Dec 7
THOMAS, SAMUEL, Birkenhead, Photographer's Assistant Birkenhead Pet Dec 8 Ord Dec 8
VAUGHAN, DAVID JOHN, Tredegar, Builder Tredegar Pet Dec 8 Ord Dec 8
VERVER, ROBERT, Myrescough, nr Preston, Farmer Preston Pet Dec 8 Ord Dec 8
VETRY, ROBERT FORSTER, Lower Edmonton, Linotype Operator Edmonton Pet Dec 5 Ord Dec 5
WELCH, JOSEPH, Moss Side, Manchester, Job Master Manchester Pet Dec 8 Ord Dec 8

Amended Notice substituted for that published in the London Gazette of Dec 8:

HARVEY, FREDERICK JAMES HENRY, Birmingham, Baker Birmingham Pet Dec 3 Ord Dec 4

London Gazette.—TUESDAY, Dec 15.

RECEIVING ORDERS.

ADKIN, WILLIAM ROBERT, Southampton, Tailor Southampton Pet Dec 12 Ord Dec 12
ASHBY, FRANCIS HENRY, Georgeham, Devon Barnstaple Pet Dec 12 Ord Dec 12
BARRE, ALBERT EDWARD, Brighton, Baker Brighton Pet Dec 11 Ord Dec 11
BIRDSOPE, SAMUEL ALBERT, Maridon, Devon, Tripe Dresser Plymouth Pet Dec 10 Ord Dec 10
BRAITHWAITE, THOMAS, East Harley, nr Northallerton, Yorks, Grocer Northallerton Pet Dec 9 Ord Dec 9
CULLING, LIEUT E.C., West Lydford, Somerset, Officer Wells Pet Oct 31 Ord Dec 12
DUOMOORE, EDITH, and JOSEPH LAKE, Manchester, Fruiters Manchester Pet Nov 25 Ord Dec 10
EDWARDS, WILLIAM ALEXANDER, Buntingford, Welshpool, Montgomery, Baker Newtowna Pet Dec 11 Ord Dec 11
FIRTH, RICHARD, Roundhay, nr Leeds Leeds Pet Dec 10 Ord Dec 10
FLETCHER, ALFRED, Chapel en le Frith, Derby, Photographer Stockport Pet Dec 10 Ord Dec 10
GREEN, FRANCIS, Rotherham, Yorks, Saddler Sheffield Pet Dec 10 Ord Dec 10
HARDMAN, GEORGE EVELLY, Bradford, Worcester, Farmer Worcester Pet Dec 11 Ord Dec 11
HEBENAW, ARTHUR, Prince Tock bldg, Earl's Court, Corn Chandler High Court Pet Nov 25 Ord Dec 11
HILTON, RICHARD FOSTER, Skipton, Yorks, Coal Merchant Bradford Pet Nov 26 Ord Dec 10
HUMPHREYS, WILLIAM, Blonau Festing, Merioneth, Miner Portmadoc Pet Dec 10 Ord Dec 10
HURST, HENRY, Petersfield, Hants, Builder Portsmouth Pet Dec 10 Ord Dec 10

JAFFRES, JOHN, Brighton, Laundryman High Court Pet Nov 17 Ord Dec 11
KENS, ROBERT MORGAN, Brighton, Commission Agent Brighton Pet Nov 23 Ord Dec 9
KINGH, ———, White, Havant, Hants, Grocers Portsmouth Pet Dec 10 Ord Dec 13
LAW, ROBERT, Standon, Herts, Grocer Hertford Pet Dec 10 Ord Dec 10
LEWIS, EDWARD, Llynypia, Glam, Haulier Pontypidd Pet Dec 11 Ord Dec 11
OWEN, WILLIAM, Fourcrosses, Chwilog, Carnarvon, Builder Portmadoc Pet Dec 11 Ord Dec 11
PALMER, ALBERT WILLIAM, Southsea, Hants, Labourer Portsmouth Pet Dec 10 Ord Dec 10
PARKINS, THOMAS WORLEY, Wellingborough, Northampton, Tailor Melder Northampton Pet Dec 11 Ord Dec 11
PARKINS, W.T., Church path, South Acton, Builder Brentford Pet Nov 13 Ord Dec 11
POWELL, WILLIAM CORNELL, Southport, Confectioner Liverpool Pet Dec 13 Ord Dec 12
ROBERTS, SARAH ELIZABETH, Edgbaston, Birmingham, Egg Dealer Birmingham Pet Dec 10 Ord Dec 10
SCHWIK, JACOB I., Road in High Court Pet Nov 18 Ord Dec 10
SEGDWICK, CHARLES, Gateacre, nr Liverpool, Farmer Liverpool Pet Dec 10 Ord Dec 10
SELMAN, ISAAC, Whitechapel rd, Boot Dealer High Court Pet Dec 3 Ord Dec 10
SIMONS, S.L., Pyrland rd, Canonbury High Court Pet Nov 18 Ord Dec 10
SMITH, HUGH, Cleator Moor, Cumberland, Farmer Whitehaven Pet Dec 10 Ord Dec 10
STILL, JOHN JAMES, North End rd, Fulham, Provision Merchant High Court Pet Nov 17 Ord Dec 10
SWEENEY, ROBERT, Moss Side, Manchester, Packing Case Maker Manchester Pet Nov 21 Ord Dec 11
TOWNSEND, LOUISA, Bridgewater pl, Umbrella Manufacturer High Court Pet Dec 10 Ord Dec 10
TRILAVAY, W.J., Finsbury circus, Insurance Broker High Court Pet Nov 17 Ord Dec 10
WALKER, SAMUEL & Co., Bradford, Piano-forte Dealers Bradford Pet Nov 16 Ord Dec 11
WALKER, WILLIAM, Worcester, Licensed Victualler Worcester Pet Dec 12 Ord Dec 12
WATSON, IVAN MURRAY, Sloane st, High Court Pet Nov 18 Ord Dec 10
WHITE, ROBERT STURROGS, Sister's avenue, Lavender hill, Battersea, Medical Practitioner Wandsworth Pet Nov 19 Ord Dec 10
WILLIAMS, JANE, Votterydown, Llandfnagel, Glyn Myfyr, Denbigh, Farmer Wrexham Pet Dec 10 Ord Dec 10
WILLIAMS, JOHN EDWARD, St John's rd, Wood st, Walthamstow, Painter High Court Pet Nov 17 Ord Dec 10
WRIGHT, RALPH COOPER, Mortlake, General Dealer Wandsworth Pet Dec 11 Ord Dec 11
 Amended Notice substituted for that published in the London Gazette of Dec 11:
SHAW, JOSEPH ALFRED, Eccles, Insurance Agent Salford Pet Nov 26 Ord Dec 8
FIRST MEETINGS.
ABRAHAM, ALBERT GEORGE, Pembroke, Baker—(Dec 23 at 12.30 Off Rec, 4, Queen st, Carmarthen
ADKIN, WILLIAM ROBERT, Southampton, Tailor Dec 23 at 12.30 Off Rec, Midland Bank chmbrs, High st, Southampton
BARBER, ALBERT EDWARD, Brighton, Baker Dec 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton
BRENT, JAMES, Worsborough Dale, nr Barnsley, Fairster Dec 23 at 10.30 Off Rec, 7, Regent st, Barnsley
BRENT, HENBERT, Prittlewell, Southend on Sea, Builder Dec 30 at 12 The Institute, Clarence rd, Southend on Sea, Essex
BRACE, DAVID, Caerua, nr Bridgend, Colliery Agent Dec 23 at 12.30 Off Rec, 17, St Mary st, Cardiff
BRETT, JAMES, West Hartlepool, Durham, Glass Dealer Dec 23 at 2.30 Off Rec, 3, Manor pl, Sunderland
BROWNING, BETAS, jun, Cleethorpes, Grocer Dec 23 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
COSDEN, HAILEST SATON, Bruton, Somerset Dec 24 at 1.30 Off Rec, City chmbrs, Catherine st, Salisbury
DEBBICK, ALBERT EDWARD, Somerset, Coal Merchant Dec 23 at 12 Off Rec, 25, Baldwin st, Bristol
DOOLEY, THOMAS BERNARD MARSHALL, Henth Town, Wolverhampton, House Painter Dec 24 at 11 Off Rec, Wolverhampton
FACULTATION, KARL MICHAEL, Chippenham rd, Hartow rd, Baker Dec 29 at 1 Bankruptcy bldgs, Carey st
FRANK, CHARLES WESLEY, Hednesford, Staffs, Grocer Dec 24 at 11.30 Off Rec, Wolvenhampton
FELLOWES, L.C., Brighton, Stockbroker's Manager Dec 23 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
FIETS, RICHARD, Roundhay, nr Leeds Leeds Dec 23 at 11 Off Rec, 24, Bond st, Leeds
GRAFTON, ANTHONY, Workop, Notts, Bootmaker Dec 23 at 12.30 Off Rec, Figure in, Sheffield
HENSHAW, ANTHONY, Prince Teck bldgs, Earl's Court, Corn Chandler Dec 29 at 2.30 Bankruptcy bldgs, Carey st
HEWER, CHARLES HANBLIN, Cricklade, Wilts, Machinist Dec 23 at 11 Off Rec, 95, Regent circus, Swindon
HILL, CHARLES, Cardiff, Furnisher Dec 23 at 10.30 Off Rec, Post Office chmbrs, Pontypidd
HILTON, RICHARD FORTNER, Skipton, Yorks, Coal Merchant Dec 23 at 11 Off Rec, 12, Duke st, Bradford
HISCOCK, WILLIAM, Lill Cottage, Southwate, nr Carlisle, Farmer Dec 23 at 11 34, Fisher st, Carlisle
HULL, EDWARD, Whitwick, Leicester, Baker Dec 23 at 12 Off Rec, 47, Full st, Derby
HURST, EDWARD, Petersfield, Hants, Builder Dec 23 at 12 Off Rec, Cambridge junc, High st, Portsmouth
JAFFRES, JOHN, Brighton, Laundryman Dec 29 at 11 Bankruptcy bldgs, Carey st
KNIGHT & WHITE, Havant, Hants, Grocers Dec 23 at 3 Off Rec, Cambridge junc, High st, Portsmouth
LEES, CHARLES BELCHER, Stone Cross, Penkridge, Staffs, Grocer Dec 30 at 12 Swan Hotel, Stafford
LEWIS, EDWARD, Llynypia, Glam, Haulier Dec 23 at 11.30 Off Rec, Post Office chmbrs, Pontypidd

MARTIN, ERNEST ALFRED GEORGE, Humberstone, Leicester, Cabinet Maker Dec 23 at 13 Off Rec, 1, Berridge st, Leicester
MALCOCK, JOHN, Wisbech St Peter, Isle of Ely, Cambridge, Grocer Dec 23 at 12.30 Off Rec, 8, King st, Norwich
MURPHY, CHARLES, Folkestone, Boarding House Keeper Dec 23 at 10.30 Off Rec, 68a, Castle st, Canterbury
MOTTRAM, ANTHONY, Wharfedale Side, nr Sheffield, Builder Dec 23 at 12 Off Rec, Figure in, Sheffield
PALMER, ALBERT WILLIAM, Southsea, Hants, Labourer Dec 23 at 4 Off Rec, Cambridge junc, High st, Portsmouth
PERKINS, THOMAS WORLEY, Wellingborough, Tailor Melder Dec 23 at 12 Off Rec, Bridge st, Northampton
PERRET, ALBERT, Uttoxeter, Staffs, Tailor Dec 23 at 3 Off Rec, 47, Full st, Derby
PHILLIP, ELIZABETH, and ANNIE PHILLIP, Colne, Lancs, Children's Outfitters Dec 19 at 11 Off Rec, 13, Winckley st, Preston
PITCHING, JOHN, Chepstow, Mon, Licensed Victualler Dec 23 at 11 Off Rec, 144, Commercial st, Newport, Mon
REDHOUSE, LEWIS, Barking rd, Caning Town, Hosiery Dec 23 at 11.30 Bankruptcy bldgs, Carey st
RICHARDS, THOMAS, Weston super Mare, Builder Dec 23 at 11.30 Off Rec, 26, Baldwin st, Bristol
ROSTON, HARRY, Jackdale Selston, Notts, Painter Dec 23 at 11 Off Rec, 47, Full st, Derby
SCHWIK, JACOB I., Road in Dec 23 at 2 Bankruptcy bldgs, Carey st
SEGDWICK, CHARLES, Gateacre, nr Liverpool, Farmer Dec 23 at 3 Off Rec, 3, Victoria st, Liverpool
SELMAN, ISAAC, Whitechapel rd, Boot Dealer Dec 23 at 3.30 Bankruptcy bldgs, Carey st
SHAW, JOSEPH ALFRED, Eccles, Insurance Agent Dec 23 at 2.30 Off Rec, Byrom st, Manchester
SIMMONS, WALTER ALFRED, Pensford, Somerset, Butcher Dec 23 at 1.45 Off Rec, 36, Baldwin st, Bristol
SIMONS, S.L., Pyrland rd, Canonbury Dec 23 at 3 Bankruptcy bldgs, Carey st
SIMPSON, MYRA, Pwllheli, Carnarvon, Draper Dec 23 at 12 Crypt chmbrs, Kestigate row, Chester
STILL, JOHN JAMES, North End rd, Fulham, Provision Merchant Dec 23 at 11 Bankruptcy bldgs, Carey st
TAGO, EDWIN CHARLES, Hillsborough, Sheffield, Commission Agent Dec 23 at 11.30 Off Rec, Figure in, Sheffield
TAYLOR, CORNELIUS, Eastington, Castle Eden, SO, Durham, Grocer Dec 23 at 3 Off Rec, 3, Manor pl, Sunderland
THOMAS, SAMUEL, Birkenhead, Photographer's Assistant Dec 23 at 2.30 Off Rec, 35, Victoria st, Liverpool
THOMASSON, ELLIS BEATRICE, Cardiff, Printer Dec 23 at 3 Off Rec, 117, St Mary st, Cardiff
TOWNSEND, LOUISA, Bridgewater pl, Umbrella Manufacturer Dec 23 at 12 Bankruptcy bldgs, Carey st
TERRELL, WILLIAM, Maccles, Glim, Collier Dec 23 at 12 Off Rec, 117, St Mary st, Cardiff
TRILAVAY, W.J., Finsbury circus, Insurance Broker Dec 23 at 12.30 Bankruptcy bldgs, Carey st
TULLOCH-GAIR, GRETTRUDE FLORENCE, Hove, Sussex Dec 23 at 11 Off Rec, 4, Pavilion bldgs, Brighton
VERVEY, ROBERT, Myerogrove, nr Preston, Farmer Dec 23 at 3.30 Off Rec, 13, Winckley st, Preston
WATSON, IVAN MURRAY, Sloane st Dec 23 at 1 Bankruptcy bldgs, Carey st
WELCH, JOSEPH, Moss Side, Manchester, Job Master Dec 23 at 3 Off Rec, Byrom st, Manchester
WHITE, RUSSELL STURROGS, Sister's avenue, Lavender hill, Battersea, Medical Practitioner Dec 23 at 11.30 132, York rd, Westminster Bridge
WHITTAKER, EDWARD, Smallshaw, Burnley, Weaver Dec 23 at 3.45 Off Rec, 13, Winckley st, Preston
WHITTAKER, JOHN, Brookside, Wiltshire, Lanes, Cotton Spinner Dec 23 at 11.30 Off Rec, Byrom st, Manchester
WILLIAMS, JOHN EDWARD, St John's rd, Wood st, Walthamstow, Painter Dec 23 at 2.30 Bankruptcy bldgs, Carey st
WRIGHT, HARRY, Hebers, Middleton, Herb Beer Manufacturer Dec 31 at 11 Off Rec, Greaves st, Oldham
WRIGHT, RALPH COOPER, High st, Mortlake, General Dealer Dec 23 at 12 132, York rd, Westminster Bridge
ADJUDICATIONS.

ABRAHAM, ALBERT GEORGE, Pembroke, Baker Pembroke Dock Pet Dec 8 Ord Dec 12
ASHLEY, FRANCIS HENRY, Georgeham, Devon Barnstaple Dec 12 Ord Dec 12
BARBER, ALBERT EDWARD, Brighton, Baker Brighton Pet Dec 11 Ord Dec 11
BIRNINGS, SAMUEL ALBERT, Compton Mills, Maridon, Devon, Trips Dresser Plymouth Pet Dec 10 Ord Dec 10
BRACE, DAVID, Caerua, nr Bridgend, Colliery Agent Cardiff Pet Nov 28 Ord Dec 10
BRAITHWAITE, THOMAS, East Harley, nr Northallerton, Yorks, Grocer Northallerton Pet Dec 9 Ord Dec 9
CARDELL, JOSEPH LOUIS, Londenhall st High Court Pet Dec 23 Ord Dec 11
DEBBICK, ALBERT EDWARD, Clevedon, Somerset, Coal Merchant Bristol Pet Dec 8 Ord Dec 12
EDWARDS, WILLIAM ALEXANDER, Buntingford, Welsphool, Montgomery, Baker Newtown Pet Dec 11 Ord Dec 11
FIETS, RICHARD, Roundhay, nr Leeds Leeds Pet Dec 10 Ord Dec 10
FLETCHER, ALFRED, Chapel en le Frith, Derby, Photographer Stockport Pet Dec 10 Ord Dec 10
GARDNER, ALFRED CHARLES, Homedfield rd, Chiswick, Tobacco Dealer High Court Pet Nov 18 Ord Dec 12
GREEN, FRANCIS, Rotherham, Yorks, Saddler Sheffield Pet Dec 10 Ord Dec 10
HALL, RICHARD FORTNER, and FRANK HALL, Kewick, Cumberland, Builders Workington Pet Nov 19 Ord Dec 10
HILTON, RICHARD FORTNER, Skipton, Yorks, Coal Merchant Bradford Pet Nov 28 Ord Dec 11
HUMPHREYS, WILLIAM, Blaenau Ffestiniog, Merioneth, Miner Portmadoc Pet Dec 10 Ord Dec 10
HURST, EDWARD, Petersfield, Hants, Builder Portsmouth Pet Dec 10 Ord Dec 10

LEES, CHARLES BELCHER, Stone Cross, Penkridge, Staffs, Grocer Stafford Pet Dec 8 Ord Dec 10
LEWIS, EDWARD, Llynypia, Glam, Haulier Pontypidd Pet Dec 11 Ord Dec 11
MARTIN, ERNEST ALFRED GEORGE, Humberstone, Leicester, Cabinet Maker Leicester Pet Nov 14 Ord Dec 11
OWEN, WILLIAM, Fourcrosses, Chwilog, Carnarvon, Builder Portmadoc Pet Dec 11 Ord Dec 11
PALMER, ALBERT WILLIAM, Southsea, Hants, Labourer Portsmouth Pet Dec 10 Ord Dec 10
PERKINS, THOMAS WORLEY, Wellingborough, Tailor Melder Northampton Pet Dec 11 Ord Dec 11
SANWATY, WILLIAM JOHN, High st, Acton, Coal Merchant Brentford Pet Nov 18 Ord Dec 11
SEGDWICK, CHARLES, Gateacre, nr Liverpool, Farmer Liverpool Pet Dec 10 Ord Dec 10
SHAW, JOSEPH ALFRED, Eccles, Insurance Agent Salford Pet Nov 26 Ord Dec 11
SMITH, HUGH, Cleator Moor, Cumberland, Farmer Whitehaven Pet Dec 10 Ord Dec 10
SOMMER, HERMAN CHARLES, Coopers rd, Old Kent rd, Shopfitter High Court Pet Ord 19 Ord Dec 11
STONEY, ERNEST, Perth rd, Lordship ln, Wood Green, Farmer Edmonton Pet Oct 12 Ord Dec 8
TULLOCH-GAIR, GRETTRUDE FLORENCE, Hove, Sussex, Proprietress of a Nursing Home Brighton Pet Dec 8 Ord Dec 9
WALKER, WILLIAM, Worcester Licensed Victualler Worcester Pet Dec 12 Ord Dec 12
WICKENDER, WILLIAM THOMAS, Landport, Hants, Baker Portsmouth Pet Nov 26 Ord Dec 10
WILLIAMS, JANE, Llandfnagel, Glyn Myfyr, Denbigh, Farmer Wrexham Pet Dec 10 Ord Dec 10
WIVELL, JOHN HENRY, Rock Ferry, Cheshire Birkenhead Pet Nov 12 Ord Dec 10
WRIGHT, RALPH COOPER, High st, Mortlake, General Dealer Wandsworth Pet Nov 11 Ord Nov 11
 Amended Notice substituted for that published in the London Gazette of Dec 4:
SHEPHERD, ALFRED JAMES, Coleman st, Auctioneer High Court Pet Aug 27 Ord Nov 30

A SHEET ALMANACK FOR THE YEAR
 1909 IS ISSUED WITH THIS NUMBER.

CRANLEIGH SCHOOL, SURREY.

Church of England Public School. Incorporated by Royal Charter. Fees £30 (in Preparatory House), £40, and £55 per annum. Boys are prepared for the Universities, the Services, and for Professional and Commercial life. Valuable scholarships to the Universities. Entrance Scholarships of £20 for Boys under thirteen. The following are members of the Governing Body:—The Lord Chief Justice of England, Mr. Justice Bray, George Crag, Esq., M.C., M.P., and C. E. Chadwyck-Healey, Esq., C.B., K.C.—Applications for admission to be addressed to the Rev. G. C. ALLEN, D.D., Headmaster.

LADY (good references) offers well-furnished sitting, two bedrooms; electric light; hot bath; excellent board (optional); close station (Waterloo 16 mins.), motor to Tube, City, —35, Portman-avenue, East Sheen, S.W.

LAW PARTNERSHIP Required in well-established County Practice (Midlands preferred) by Solicitor (34), Public School and University man, with £3,000 or more; accustomed to work without supervision.—Particulars to ARNOLD & Co., 60, Queen Victoria-street, London, E.C.

LAW PARTNERSHIP Required by Solicitor (29), Public School and University man, with £3,000 to £5,000, in a well-established conveyancing or General Practice; Midlands or London preferred; share required about £750 per annum.—Apply, ARNOLD & Co., 60, Queen Victoria-street, E.C.

WANTED, Managing Clerk for Common Law, County Court, Probate, Divorce, and Company work in London; age 35-40; must have been accustomed to act without supervision; salary £3 2s.—Box 352, care of "Solicitors' Journal," 27, Cannon-st., W.C.

VERY fine Suites of Rooms to be Let in a handsome building in splendid position just off Grosvenor-square; would suit solicitor, accountant, or other professional gentleman.—Full particulars apply W. BURNELL TUBBS, Surveyor, 37, Barbican, E.C.

CATERHAM PREPARATORY SCHOOL.
 Rev. P. MORGAN WATKINS, M.A., Scholar of Winchester and Brasenose, receives BOYS to be prepared for the Public Schools and Royal Navy at the Dene, Caterham-on-the-Hill.

LAW.—GREAT SAVING.—For prompt payment 25 per cent. will be taken off the following writing charges:—

Abstracts Copied	...	s. d.
Briefs and Drafts	...	0 8 per sheet.
Deeds and Drafts	...	0 3 per 20 folios.
Deeds Bound Hand	...	0 3 per folio.
Deeds Abstracted	...	0 3 per sheet.
Full Copies	...	0 2 per folio.
PAPER.—Foolscap, 1d. per sheet; Draft, 3d. ditto; Parchment, 1s. 6d. to 3s. 6d. per skin.		

KERR & LANHAM, 16, Farnall-street, Holborn, E.C.